

Panaji, 30th March, 2017 (Chaitra 9, 1939)

SERIES II No. 52

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are four Extraordinary issues to the Official Gazette, Series II No. 51 dated 23-03-2017 as follows:—

- (1) *Extraordinary dated 23-03-2017 from pages 1173 to 1174 regarding Notification from Department of Inland Waterways.*
- (2) *Extraordinary (No. 2) dated 24-03-2017 from pages 1175 to 1176 regarding Notification from Raj Bhavan.*
- (3) *Extraordinary (No. 3) dated 24-03-2017 from pages 1177 to 1178 regarding Notification from Goa Legislature Secretariat.*
- (3) *Extraordinary (No. 4) dated 29-03-2017 from pages 1179 to 1180 regarding Notification from Goa Legislature Secretariat.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/88/2016-17/D.Agri/333

On recommendation of the Departmental Promotion Committee conveyed by Goa Public Service Commission vide their letter No. COM/II/11/2(3)/2016/378 dated 10-11-2016, Government is pleased to promote Kum. Geeta S. Velingkar, Training Officer (female) Group 'B', Gazetted to the post of Subject Matter Specialist (Home Science), Group 'A', Gazetted in Krishi Vigyan Kendra, South, Margao Goa on regular basis in the Pay Band III of Rs. 15,600-39,100+5,400/- Grade Pay with immediate effect.

Kum. Geeta S. Velingkar shall be on probation for a period of two years from the date of her joining.

Kum. Geeta S. Velingkar shall exercise her option within one month from the date of promotion to fix her pay in terms of F.R. 22(I) (a) (1).

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 24th March, 2017.



Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 4/1/CREDIT/TSII/CZ/2017/RCS/4662

Read: 1) This office Order No. 21-4-03-TS-Credit-CZ-RCS-Vol. V/1365 dated 17th July, 2015 appointing a committee of Administrator in terms of Section 67 A of Goa Co-op. Societies Act, 2001, to manage the affairs of the Inland Water Transport Employees Co-op. Credit Society Ltd., Panaji-Goa.

- 2) Letter dated 5th February, 2016 received from Francisco Arauzo & other member of Administrative Committee.
- 3) Order No. 21-4-03-TS-Credit-CZ-RCS-Vol V-Part-III dated 22nd March, 2016.
- 4) Letter dated 7th June, 2016, received from Francisco Arauzo, Chairman of Administrative Committee.
- 5) Letter dated 28th October, 2016 received from Francisco Arauzo & other member of Administrative Committee.
- 7) Letter dated 8th February, 2017 received from Francis Arauzo & other members of Administrative Committee.

In exercise of the powers vested in me under Section 67 A of the Goa Co-op. Societies Act, 2001, I, Meena H. N. Goltekar, Registrar of Co-op. Societies Government of Goa, do hereby extend the term of Committee of Administrators appointed vide Order referred to at Sr. No. 1 herein above for another

3 months with retrospective effect from 9-02-2017 or till constitution of full fledged new Board of Directors, whichever is earlier.

Meena H. N. Goltekar, Registrar (Co-op. Societies).

Panaji, 17th March, 2017.

◆◆◆

Department of Education, Art & Culture

Directorate of Technical Education

College Section

—
Order

No. 11/4/59/2001-DTE/GCP/4882

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/33(2)/13/538 dated 03-02-2017, Government of Goa is pleased to declare the following Group 'A', Gazetted Officers of Goa College of Pharmacy, Panaji to have satisfactorily completed their probation period and confirm them in the post with effect from date mentioned in the respective column against their names:

| Sr. No. | Name of the incumbent | Designation | Date of confirmation | Appointment order No. and date | Date of joining |
|---------|-------------------------------------|---|----------------------|---|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Shri Rahul Suvarn Chodankar | Assistant Professor in Pharmaceutical Chemistry | 20-02-2016 | No. 11/4/93/RSC/PF/DTE/2014/ /3687 dated 20-02-2014 | 21-02-2014 |
| 2. | Shri Raveendra Lagamappa Hullolikar | Assistant Professor in Pharmaceutical Chemistry | 07-07-2016 | No. 11/4/96/RLH/PF/DTE/2014/ /876 dated 01-07-2014 | 08-07-2014 |
| 3. | Kum. Nutan Laxman Naik | Assistant Professor in Pharmaceutical Chemistry | 24-02-2016 | No. 11/4/92/NLN/PF/DTE/2014/ /3730 dated 24-02-2014 | 25-02-2014 |

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd March, 2017.

—
Order

No. 11/4/59/2001-DTE/GCP/4883

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/33(2)/13/538 dated 03-02-2017, the Government of Goa is pleased to declare the following Group 'A', Gazetted Officers of Goa College of Pharmacy, Panaji to have satisfactorily completed her probation period and confirm her in the post with effect from date mentioned in the respective column against her name.

| Sr. No. | Name of the incumbent | Designation | Date of confirmation | Appointment order No. and date | Date of joining |
|---------|----------------------------|-------------------------------------|----------------------|---|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Kum. Liesl Maria Fernandes | Assistant Professor in Pharmacology | 20-02-2016 | No. 11/4/95/LMF/PF/DTE/2014/3711 dated 21-02-2014 | 21-02-2014 |

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd March, 2017.

Order

No. 11/4/59/2001-DTE/GCP/4884

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/33(1)/2017/539 dated 03-02-2017, the Government of Goa is pleased to declare the following Group 'A', Gazetted Officer of Goa College of Pharmacy, Panaji to have satisfactorily completed his probation period and confirm him in the post with effect from date mentioned in the respective column against his name:

| Sr. No. | Name of the incumbent | Designation | Date of confirmation | Appointment order No. and date | Date of joining |
|---------|----------------------------|--|----------------------|--|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Shri Anand Avinash Mahajan | Associate Professor in Pharmaceutical Analysis | 21-07-2016 | No. 11/4/98/AAM/PF/DTE/2014/781 dated 24-06-2014 | 22-07-2014 |

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd March, 2017.

Order

No. 11/4/59/2001-DTE/GCP/4885

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/33(2)/13/538 dated 03-02-2017, the Government of Goa is pleased to declare the following Group 'A', Gazetted Officer of Goa College of Pharmacy, Panaji to have satisfactorily completed his probation period and confirm him in the post with effect from date mentioned in the respective column against his name:

| Sr. No. | Name of the incumbent | Designation | Date of confirmation | Appointment order No. and date | Date of joining |
|---------|--------------------------|--------------------------------------|----------------------|---|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | Shri Rohan Ramesh Prabhu | Assistant Professor in Pharmaceutics | 20-02-2016 | No. 11/4/94/RRP/PF/DTE/2014/3686 dated 20-02-2014 | 21-02-2014 |

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 23rd March, 2017.

Directorate of Archives and Archaeology

—
Order

No. 9/12/8/EDN/2016/Part File-AAGR(I)/2040

On the recommendation of Goa Public Service Commission vide letter No. COM/II/11/4(2)/2016/514 dated 17th January, 2017, the Government is pleased to promote Shri Shradhanand Valvaikar, Assistant Archivist Grade-II of this Directorate to the post of Assistant Archivist Grade-I, Group 'B', Gazetted in the scale of pay as per 7th CPC Pay Matrix Level-6 (pre-revised scale of pay of PB-2 of Rs. 9,300-34,800+Grade Pay 4,200) with immediate effect. His pay shall be fixed as per Rules.

He will be on probation for a period of two years.

The expenditure on his pay and allowances shall be debited to the Budget Head of Accounts as follows:

Demand No. 45:

2205 — Art and Culture;

00 —

104 — Archives;

01 — Archives Department (Non-Plan);

01 — Salaries.

By order and in the name of the Governor of Goa.

Blossom Medeira, Director & ex officio Joint Secretary (Archives & Archaeology).

Panaji, 21st March, 2017.

—
Order

No. 9/12/8/EDN/2016/Part File-AAGR(I)/2041

On the recommendation of Goa Public Service Commission vide letter No. COM/II/11/4(2)/2016/514 dated 17th January, 2017, the Government is pleased to promote Shri Sonu Gauns, Assistant Archivist Grade-II of this Directorate to the post of Assistant Archivist Grade-I, Group 'B', Gazetted in the scale of pay as per 7th CPC Pay Matrix Level-6 (pre-revised scale of pay of PB-2 of Rs. 9,300-34,800+Grade Pay 4,200) with immediate effect. His pay shall be fixed as per Rules.

He will be on probation for a period of two years.

The expenditure on his pay and allowances shall be debited to the Budget Head of Accounts as follows:

Demand No. 45.

2205 — Art and Culture;

00 —

104 — Archives;

01 — Archives Department (Non-Plan);

01 — Salaries.

By order and in the name of the Governor of Goa.

Blossom Medeira, Director & ex officio Joint Secretary (Archives & Archaeology).

Panaji, 21st March, 2017.

—◆◆◆—
Department of Finance

Revenue & Control Division

—
Order

No. 3/1/2009-Fin (R&C)/1973

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act No. 2 of 1964), the Government of Goa is pleased to exempt the event "New Year's Traditional Eve Dance" from the liability of payment of Entertainment tax in whole, held at Community Hall, Taleigao, Goa, on 31st December, 2016.

By order and in the name of the Governor of Goa.

Sushama D. Kamat, Under Secretary (Fin) (R&C).

Porvorim, 22nd March, 2017.

—◆◆◆—
Department of Labour—
Order

No. 21/15/86-LAB-PF-III/178

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/28(2)/92-08/516 dated 17-01-2017, the Government is pleased to promote following Labour Inspectors to the post of Assistant Labour Commissioner (Group 'B', Gazetted) in the office of the Commissioner of Labour and Employment, Panaji on regular basis in the PB-2: 9,300-34,800+4,600(GP) with corresponding scale at Level 7 in the 7th Pay Commission Pay Structure with immediate effect:-

| Sr. No. | Name of the Officer |
|---------|-----------------------------|
| 1. | Shri Milind P. Govekar. |
| 2. | Shri Gurudas M. Jalmi (ST). |

The officers shall be on probation for a period of two years from the date of joining and shall submit Annual Assessment Report for the period.

The expenditure on pay and allowances in the case of Shri Milind Govekar shall be debited to the Budget Head of Account: 2230—Labour and Employment; 01—Labour; 001—Direction & Administration; 01—Direction (Non-Plan); 01—Salaries.

The expenditure on pay and allowances in the case of Shri Gurudas Jalmi shall be debited to the Budget Head of Account: 2230—Labour and Employment; 01—Labour; 001—Direction & Administration; 03—Strengthening of Labour Administration (Plan); 01—Salaries.

Both the officers shall continue to hold the post at which they are currently posted.

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 24th March, 2017.

Notification

No. 28/1/2016-LAB/Part-V/137

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 23-12-2016 in reference No. IT/12/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/12/02

Smt. Lata Naik,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda-Goa. ... Workman/Party I
V/s

1. M/s. Drogaria Menezes and Cia,
Menezes House- Rua Luis De Menezes
Panaji-Goa. ... Employer/Party II (1)

2. Mr. Agostinho Menezes,
Proprietor,
M/s. Drogaria Menezes and Cia,
Margao-Goa. ... Employer/Party II (2)

Workman/Party I represented by Shri P. Gaonkar.

Employer/Party II(1) represented by Ld. Adv. Shri P. Chawdikar.

Employer/Party II(2) represented by Ld. Adv. Shri S. Chodnekar.

AWARD

(Delivered on this the 23rd day of the month of
December of the year 2016)

By Order dated 19-02-2002, bearing No. 28/26/2001-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Drogaria Menezes and Cia, Panaji, Goa, in terminating the services of Ms. Lata Naik, Clerk, with effect from 6-10-99, is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/12/02 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 3 and Party II filed a Written statement at Exhibit 6.

3. In short, the case of the Party I is that the Workman/Party I was working with Party II(1) since 1-6-1987 and has continuously worked for more than 12 years before her termination dated 6-10-99. The Party II (1) is an industrial establishment engaged in distribution of various drugs throughout Goa. It is also the case of Party I that no seniority list was prepared before her termination. The Party II(1) continued its business at Margao and Panaji and recruited new workmen to carry out job of clerical nature. The management has not conducted any inquiry nor were any charges framed against her. The Party I is unemployed after her termination as she could not succeed in getting any job and is undergoing hardship due to unemployment. The junior workers are still continuing in employment and she has been terminated only to victimize her as she was disliked by the employer. It is therefore

the termination of her services be declared as illegal, improper, unjustified and direct the employer to re-instate her with full back wages and continuity of services.

4. In the written statement, the Party II(1) has stated that its establishment at Panaji was closed w.e.f 1-1-2000 and that the closure is not the subject matter of adjudication. It is also the case of Party II(1) that it was a partnership concern engaged in trading of pharmaceutical products having branches at Margao, Panaji and Vasco. The Party I was initially appointed as Kardex clerk on 1-6-87 at Vasco establishment and on its closure, she was transferred to Margao. The Party I was transferred to Panaji, however as the operation at Panaji establishment was found to be uneconomical, the management decided to close the business and a notice of closure was displayed on the notice board of the said establishment on 6-10-99 and the same was closed w.e.f. 1-1-2000.

5. The Party II(I) displayed a Seniority list on 20-9-1999 at their establishments at Panaji and Margao and by letter dated 6-10-99 the Party II informed Party I that they have been suffering financially for a long period and had been continuing the said operation inspite of financial constraints. The Party II retained the workmen in service inspite of difficulties faced by them. The Party II also informed the Party I by the said letter that her services were found surplus to the requirement of Party II(1) and it has been decided to terminate her services with immediate effect and that she was offered legal dues by way of notice pay, retrenchment, etc. vide a cheque and the said amount was offered to her along with the letter of termination on 7-10-1999 at the Panaji establishment but she refused to accept the same. The letter of termination along with the legal dues were sent to her last known address and the said envelope containing the said letter and amount was returned with the endorsement "Party left, return to the sender". The other employee who was the attendant accepted his dues in full and final settlement and did not raise any dispute whatsoever.

6. It is also the case of the Party II(1) that after the closure of the establishment at Panaji, the assets and liabilities of the partnership of Party II(1) were taken over by Party II(2) w.e.f. 1-4-2000 and that the Party II(2) continued with the operation of the establishment at Margao only. Each establishment of Party II(1) was a separate establishment for all legal purposes. The Party II(1) displayed a seniority list on 20-9-1999 at their establishment at Panaji and Margao and at the relevant time the establishment

of Party II (1) at Panaji was looked after by the Party II(2) and the only other employee there other than Party I was the attendant, Mr. Naresh Naik. There were no employees in the category of Party I at Panaji establishment. The Party I was the junior most employee in the category of clerks. The Party I is gainfully employed since the date of termination. The Party I is not entitled to any relief.

7. The Party I filed a rejoinder at Exhibit 7 denying the case put forth by Party II(1) in the written statement. It is stated that establishment at Margao is the main establishment and that Vasco and Panaji were their branches. New employees in the same category are employed by Party II(1) after her termination. Party II has not complied with the provisions of Industrial Disputes Act and therefore she is entitled for re-instatement with full back wages.

8. It is the matter of record that Shri Agostinho Menezes was impleaded as Party II(2) by Order dated 09-06-2009 pursuant to the application filed by Party I on 20-07-2008 at Exhibit. 19.

9. The Party II(2) filed a Written Statement inter-alia contending that Party I was never a workman of Party II(2); she was neither appointed nor dismissed by him; the reference does not refer to the closure of establishment of Party II(1) and proceeds on the assumption that the establishment is in existence; the transfer of business is partial with limited liabilities on the Party II(2). It is also the case of Party II(2) that the business of Party II(1) was transferred by a Deed of Assignment dated 1-4-2000 and the liability of the said business was restricted to Margao branch only. The Party I/workman was not an employee of Party II(2) and her services came to be terminated on 6-10-1999 prior to the transfer of business on 1-4-2000. The Party I was surplus to the requirement of the Party II(1) at Margao establishment and therefore transferred to Panaji. The operations of Panaji establishment were found to be uneconomical and therefore it decided to close the business and the notice of closure was displayed on the notice board. The Party II also displayed a seniority list at Panaji and Margao and eventually closed the business. The Party I was offered legal dues by way of notice pay, retrenchment, etc. There was no employee-employer relationship between Party I and Party II(2). The Party I is not entitled for any relief.

10. Issues framed at Exhibit 8 are as follows:

- (1) Whether the Party I proves that termination of her service by the Party II w.e.f. 6-10-99 is illegal and unjustified?

(2) Whether the Party I proves that the Party II has recruited new workers in her place after termination of her service?

(3) Whether the Party II proves that the Party I was offered notice pay and retrenchment compensation at the time of retrenching her service but she refused to accept the same and thereafter, the said amount was sent to her at her last known address?

(4) Whether the Party II proves that its establishment is closed w.e.f 1-1-2000?

(5) Whether the Party II proves that the Party I is gainfully employed?

(6) Whether the Party I is entitled to any relief?

11. It is a matter of record that additional issues were framed on 28-09-2010 at Exhibit 23. They are as follows:

(1) Whether the Party II(2) proves that he has taken limited liability from Party II and only of Margao establishment?

(2) Whether Party II proves that Party I was never a workman of Party II(2)?

12. The Party I, Smt. Lata Naik examined herself and produced on record a copy of letter of appointment at Exb. W-1, a copy of transfer letter at Exb. W-2, a copy of letter dated 6-10-99 retrenching services at Exb. W-3, a copy of wage slip for the month of July 99 at Exb. W-4 and closed the case. On the other hand, Mr. Antonio Francisco Agnelo Roque Mariano De Menezes was examined as witness of Party II(1) and he produced on record the copies of register of employment at Exb. 11 colly., a copy of termination letter at Exb. 12, a copy of notice of closure at Exb. 15, a copy of Employees Seniority list at Margao Depot at Exb. 16, a copy of envelope containing the notice addressed to the Party I along with AD, a copy of Deed of Reconstitution of Partnership at Exb. 24. The Party II(2) examined himself and produced on record a copy of Deed of Assignment at Exb. 27 and also examined Ms. Maria Rodrigues in support of his case.

13. Heard arguments.

14. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues along with their findings and reasons thereof.

| Sr. No. | Issues | Findings |
|---------|---|--------------------|
| 1 | 2 | 3 |
| 1. | Whether the Party I proves that the termination of her service by the Party II(1) w.e.f. 6-10-99 is illegal and unjustified? | Negative |
| 2. | Whether the Party I proves that Party II(1) has recruited new workers in her place after termination of her service? | Negative |
| 3. | Whether the Party II(1) proves that the Party I was offered notice pay and retrenchment compensation at the time of retrenching her service but she refused to accept the same and thereafter, the said amount was sent to her at her last known address? | Affirmative |
| 4. | Whether the Party II(1) proves that its establishment was closed w.e.f. 1-1-2000? | Affirmative |
| 5. | Whether the Party II(1) proves that Party I is gainfully employed? | Redundant |
| 6. | Whether the Party I is entitled to any relief? | Negative |
| 7. | What Award? | As per final order |

Additional issues

| Sr. No. | Issues | Findings |
|---------|---|--------------|
| 1. | Whether Party II(2) proves that he has taken limited liability from Party II and only of Margao establishment ? | Affirmative. |
| 2. | Whether Party II(2) proves that Party I was never a workman of Party II (2)? | Affirmative |

REASONS

15. *Issue Nos. 1 & 3:* Shri P. Gaonkar for the Party I has submitted that the services of the Party I/ workman has been terminated by Party II which is only the firm registered with distribution depots at Panaji and Vasco. The Party I carried out the work of a clerk as admitted in Para 6 of the written statement where it stated that she is the junior most category of the clerks which is further reiterated by their witness, Smt. Maria Rodrigues. The seniority list prepared by Party II shows only 6 workers when

admittedly there were 16 workers working at Margao Branch. The said Margao branch where the Party I was appointed is continuing the same business. The common seniority list was not displayed before her termination and the seniority list prepared and shown at Exb. 16 is fabricated. He further submitted that the provisions contained in Rule 81 for effective compliance of section 25G is mandatory and its breach, at least of non preparation of seniority list of particular category of workman would vitiate any order of retrenchment of a workman for non compliance of section 25G. In support of his contention, he relied upon the cases of **(1) Prakash Murlidhar Dalal Vs. Tata Engineering & Locomotive Co. Ltd. & Ors. 1996 LLR 541, (2) Central Welfare Board and Others Vs. Ms. Anjali Bepari and others, 1996 LLR 1089, (3) Superintending Engineer, Urdhwa Painganga Project Circle & Anr. Vs Yavatmal Zilla Raste & others, 1993 LLR 445, (4) Samishta Dube Vs. City Board, Etawah & another, 1999 LLR 460 and (5) B.R. Rasaily Vs The Presiding Officer, Labour Court & another, 1996 LLR 556.**

16. A little peep into 25-G which is the Procedure for retrenchment would indicate that where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workmen who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman. Whereas the provision of 25-H relating to re-employment of retrenched workmen states where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons.

17. The Party I/workman in Para 9 of the affidavit in evidence has claimed that before her termination a seniority list was not prepared and displayed on the notice board although she was the senior most clerk of Party II. She denied the suggestion in the cross examination that the seniority list was prepared and it was displayed by Party II before termination of her service. On the contrary, Shri Antonio Menezes has claimed that as the operation at Panaji establishment was found to be uneconomical, the management decided to close the business w.e.f. 1-1-2000 and that the seniority list

was displayed on 20-9-1999 at their establishment at Panaji and Margao. He has produced on record a closure notice dated 6-10-1999 at Exb. 15 and the seniority list dated 20-9-1999 at Exb. 16. He denied in the cross examination that the seniority list was fabricated by him after filing of the present proceedings or that seniority list was not signed by the other partner or that it was not prepared on the letter head of Party II or that the seniority list was never displayed at Margao establishment or that Party I was not the junior most employee in the category of clerks. He also made clear in cross examination that the Party I was the junior most employee and that she was retrenched as they want to close the branch at Panaji and after the closure, they surrendered the license.

18. The other witness viz. Agustinho Menezes also reiterated the case of Party II. He claimed that the Party I was terminated on 6-10-1999 on account of closure of business of Party II(1) and that as per the records, the Party II had displayed a notice of closure on 6-10-1999 as well as seniority list at its Panaji and Margao branches and that Party I was the junior most clerk of Drogaria Menezes and Cia at the time of her retrenchment and at the time of assignment of business to him, the only Margao establishment was operative and that she was retrenched much before business was assigned to him. Similar is the case of Maria Rodrigues, the witness examined by Party II(2). She claimed that the management had displayed a notice of closure and a list of seniority at their branches and that Party I was the junior most employee and that her services were terminated vide letter dated 6-10-1999.

19. It is therefore demonstrably clear from the evidence adduced on record by the parties that the services of Party I/workman were terminated vide letter dated 6-10-1999 which is at Exb. 12. The said letter bears the signature of Party I. The said letter clearly states that the Party II(1) had decided to close the business on account of financial constraints and since the services of Party I were surplus, they decided to terminate her by offering legal dues. The termination letter at Exb. 12 clearly shows that the services of the Party I/workman were terminated on account of closure of establishment as her services were found surplus at Panaji depot. There is nothing on record that Panaji depot was functional at the time of her retrenchment as claimed by her in her affidavit in evidence.

20. The Party I also admitted in the cross examination that in 1997 when she was transferred to Panaji depot, there were 4-5 employees and when her services were terminated the strength of the employees at Panaji was the same. She however

denied the suggestion that there was only one employee who was attendant at the Panaji depot when her services were terminated. There is no dispute as seen from the deposition of Party II, Shri Antonio Menezes that the head office of Party II(1) is at Margao and the correspondence on behalf of Party II(1) was also done through the head office. He also admitted that the employees of Party II(1) were posted at Panaji and Margao which was under the name of Drogaria Menezes and Cia and that it was a partnership firm.

21. The Seniority list at Exb. 16 produced by Party II shows a list of employees at Margao depot as well as Panaji depot as on 20-9-1999. There were about 6 employees at Margao depot including one Kardex clerks, one Kardex Supervisor and one Account clerk. The Kardex clerk at Sr. No. 5, Ms. Rosalina Fernandes was appointed on 1-4-1984 and the Kardex supervisor, Ms. Maria Rodrigues was appointed on 1-1-1983. The Accounts Clerk, Ms. Terezinha Silveira was appointed on 1-1-1984, whereas the seniority list at Panaji depot of workman/Party I and the attendant, Shri Naresh Naik show that they were appointed on 1-6-1987 and 1-7-1997 respectively. There is no dispute that Party I was appointed as Kardex clerk and that she was the only Kardex clerk in Panaji depot as on 20-9-1999. Even, if it is considered that both the depots are one establishment, the date of appointment of Ms. Rosalina Fernandes, the other Kardex clerk was prior to the date of appointment of Party I/workman, which in other words mean that Party I workman was junior to said Ms. Rosalina Fernandes. Moreover, in the closure notice dated 6-10-1999, it is clearly mentioned that the number of workmen whose services would be terminated on account of closure of the undertaking is two. Both the documents at Exb. 15 and Exb. 16 are a clear indication of the fact that the Party I/workman was the junior most Kardex clerk at the time of her retrenchment.

22. Discernibly, the Party I has stated that no seniority list was prepared before termination of her services and that Party II ought to have made her seniority and a common seniority list of all the workers working in Goa. The Party I workman has not produced any list of seniority contrary to the list produced by Party II at Exb. 16 nor it is her case in the rejoinder that the seniority list displayed by Party II was fabricated or the same was not signed by other partner or that it does not bear the date it was prepared nor it was suggested to witness, Shri Antonio Menezes that the seniority list produced by him at Exb. 16 is fabricated. It is only her case as per page 6 of the cross examination that the said list was never displayed at Margao and Panaji

establishment. No evidence has been adduced on record to show that the said list was fabricated. Merely because the said list was not on the letter head of Party II and it does not bear the signature of other partner on which it was prepared, it cannot be dubbed as fabricated in the absence of proof that it was not drawn up nor any of the employees, including Naresh Naik has been examined. It is therefore Party I has failed to show non compliance of section 25G & 25H of the Industrial Disputes Act, while terminating her services.

23. The reliance placed on the citations by Shri P. Gaonkar in support of non-compliance of section 25G and 25H supra are not applicable to the case at hand as Party II(1) has complied with all the provisions of Industrial Disputes Act at the time of her retrenchment and no infirmity can be attached to the retrenchment effected to the Party I. The maxim "last come first go" has been dealt with and the documents and evidence produced are sufficient to establish the said fact. The reliance placed on case of **Prakash Murlidhar Dalal**, supra is not applicable as seniority list of category of workmen had been prepared and the Party I who is the junior most workman was retrenched. The case of **Central Welfare Board**, supra is also not applicable as no junior to the Party I was allowed to continue in the said establishment and the services of the Party I was dispensed on 'last come first go' basis.

24. The reliance on the case of **Superintending Engineer, Urdhwa Painganga Project Circle & Anr.**, supra is on different footing where the management had not complied with section 25G which mandates that in ordering retrenchment, the management should commence with the latest recruit and progressively retrench employees higher up in the list of seniority, which is not the case at hand. The case of **Samistha Dube**, supra relied upon by the Party I also mandates that the employers shall ordinarily retrench the workman who was the last person to be employed in that category unless for reasons to be recorded, the employer retrenches any other person. Lastly, the case of **B.R. Rasaily**, supra is also not applicable as the facts are different from present case. The Party II has therefore sufficiently shown compliance of section 25F and 25G of the Industrial Disputes Act and therefore the above submission of Shri P. Gaonkar pales into insignificance.

25. Shri P. Gaonkar for the Party I has further submitted that the termination of Party I is illegal and provisions of Industrial Disputes Act, 1947 has not been complied with as new workers have been employed. The Deed of Assignment is a camouflage between the two brothers in order to defeat the claim of the workman. The employer has not sent any

notice required under Rule 76-A of the Industrial Disputes (Central) Rules, 1957 to the appropriate Government within three days from the date of retrenchment and hence the retrenchment is illegal and in violation of law. Relying upon the case of **Raj Kumar vs Director of Education & ors.**, 2016 LLR 561, he submitted that notice under Section 25F(c) read with rule 76(a) in Form 'P' is mandatory to be sent to the appropriate Government within three days from the date of notice is given to the workman and therefore the termination is illegal, unjustified and bad-in-law.

26. Per contra, Ld. Adv. Shri P. Chawdikar for Party II(1) and Ld. Adv. Shri S. Chodnekar for Party II(2) have submitted that all the provisions of Industrial Disputes Act have been complied with at the time of retrenching the Party I. The provision of Section 25F (a) and (b) being mandatory in nature have been complied with by the employer, while clause (c) requires a mere notice to the appropriate Government and is only directory in nature, and not mandatory as held by the Hon'ble Apex Court in the case of **Pramod Jha & Ors. Vs State of Bihar & Ors., in Appeal (Civil) case No. 4157 of 2000 dated 03-03-2003**. They further submitted that in the case of **Ram Narain Singh Vs. State of Punjab & Ors., 1991(1) SCC 189**, it has been held that the substantial compliance of Section 25F (a) and (b) would be sufficient to validate retrenchment and that compliance of clause (c) is directory. They therefore submitted that compliance of clause 25 (a) and (b) is enough to hold retrenchment valid under the law.

27. Discernibly, under 25F the conditions precedent to retrenchment of workmen are that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

28. Undisputedly, under rule 76-A. Notice of, and application for permission for, retrenchment, the following are required –

- (1) *Notice [or, as the case may be, the application under] sub-section (1) of Section 25-N for retrenchment shall be served in Form PA and served on the Central Government or such authority as may be specified by that Government under the said clause either personally or by registered post acknowledgement due and where the notice is served by registered post, the date on which the same is delivered to the Central Government or the authority shall be deemed to be the date of service of the notice for the purposes of [sub-section (4)] of the said section.*
- (2) *The notice or, as the case may be, the application, shall be made in triplicate and copies of such notice or, as the case may be, the application shall be served by the employer on the workmen concerned and a proof to that effect shall also be submitted by the employer along with the notice or, as the case may be, the application.*
- (3) *The employer concerned shall furnish to the Central Government or the authority to whom the notice for retrenchment has been given or the application for permission for retrenchment has been made, under sub-section (1) of section 25-N, such further information as the Central Government or, as the case may be, the authority considers necessary for arriving at a decision on the notice or, as the case may be, the application, as and when called for by such authority so as to enable the Central Government or the authority to communicate its permission or refusal to grant permission within the period specified in sub-section (4) of section 25-N]*

29. There is no dispute that the Party I workman was employed with Party II(1) for more than one year and that she has been retrenched by the employer as per Exb. W-3 and that she was given a notice of closure at Exb. 15 of one month in writing indicating the reasons for retrenchment and that she has been paid the legal dues by way of notice pay, retrenchment, etc. vide cheque No. 1068312 of the Goa Urban Co-op. Bank Ltd. The said fact is not in dispute. The workman/Party I Smt. Lata Naik has admitted that the Party II has terminated her services and that it had offered to her a cheque of Rs. 22,313/- but she refused to accept the cheque. The copy of the cheque and other documents have been produced on record. The employer has thus given a month notice in writing in terms of Exb. 15 and paid the legal dues at the time of retrenchment in terms of Exb. W-3.

30. The Party II(1) has thus proved that it had offered notice pay at the time of retrenching her services but she refused to accept the same and that it was sent to her last known address. The employer has thus complied the mandatory provisions of 25F (a) and (b) of the Industrial Disputes Act. The submission of Shri P. Gaonkar that the employer had not sent any notice in terms of section 25F (c) and Rule 76-A to the appropriate Government within three days from the date of retrenchment and hence the retrenchment is illegal and the reliance in case of Raj Kumar, *supra* in support of the fact that the said notice in Form 'P' is mandatory cannot be accepted as the Apex Court in the case of *Gurmail Singh Vs. State of Punjab*, 1991(1) SCC 189, has held that the substantial compliance of Section 25F (a) and (b) would be sufficient to validate retrenchment and that compliance of clause (c) is directory. Sub clause (c) of Section 25F requires a mere notice to the appropriate Government and is only directory in nature, not mandatory as held by the Hon'ble Apex Court in the case of *Pramod Jha*, *supra*.

31. The reliance placed on the case of Raj Kumar, *supra* by Shri P. Gaonkar cannot be made applicable to the case at hand as the said case turned on its own facts. The fact of case of Raj Kumar nor its ratio is applicable to the present case. In the said case, the focal point discussed is the Delhi School Education Act, 1973 and more particularly Section 8(2) that mandates prior approval of the Director of Education for terminating any employee of the school. The said case relied by the workman is factually a result of a driver being declared surplus on account of non-availability of job and the case of *Pramod Jha*, *supra* which holds that section 25F (c) is directory in nature has not been discussed nor referred in the case of Raj Kumar, *Supra* as it is based on requirement of prior approval of Director of Education akin to the requirement of section 25N and not the requirement of section 25F of the Act. The retrenchment of Party I was a consequence of the intended closure of business due to continuous financial losses and the Party I being surplus, unlike the case relied by Shri P. Gaonkar and therefore there is sufficient compliance of section 25F and 25G of the Industrial Disputes Act. The fact and the law are therefore not applicable to the case at hand. It is therefore issue No. 1 is answered in the negative and issue No. 3 is answered in the affirmative.

32. *Issue No. 2:* The Party I in Para 7 of the Claim statement has stated that the Party II has recruited new workman in her place and that the junior workers are still continuing in employment. In the affidavit in evidence, she stated that she was the senior most clerk with Party II and she was

transferred to Panaji and their business is still continuing at Margao where she was transferred w.e.f. 1-8-1995 from Vasco depot and that there are new workers working as clerks at Margao. In the cross examination, she claimed that there were 4-6 employees at Panaji depot when her services were terminated, however no evidence has been adduced in support of said fact. She, however admitted that she does not know as to whether Panaji depot is closed or not. Exb. 11 which is a Register of employment maintained in Form XXI shows that there were only two employees at Panaji depot, the Party I workman and one Shri Naresh Naik. The Party I has admitted that she was signing the Register of employment and that there are signatures in front of her name in the said register.

33. The Seniority list produced at Exb. 16 shows that the Party I/workman was at Panaji depot along with said Naresh Naik and that she was the junior most employee in Margao and well as in Panaji depot. There is nothing on record that Party II(1) have recruited any worker in her place after termination of her services. The mere statement in cross examination of Maria Rodrigues examined by Party II that there were 16 workers with Party II at Margao and that the workers who are now working as computer clerks were earlier only the clerks and that Party II appointed new computer clerks in Margao office after Smt. Lata Naik was sent to Panaji will not enure to the benefit of Party I/workman in the absence of any document that the Party II appointed any person in the category of Kardex clerk or otherwise after termination of her services. Hence, the above issue is answered in the negative.

34. *Issue No. 4:* The Party II, Shri Antonio Menezes has stated that since the operations at Panaji establishment were found to be uneconomical, the management decided to close the business and the notice of closure was displayed on the notice board of the establishment on 6-10-1999 and the same was closed on 1-1-2000. The Party I, Smt. Lata Naik in the cross examination however feigned ignorance as to whether business of Party II was closed and whether Panaji depot of Party II was closed. Exhibit 15 is the closure notice produced by witness of Party II dated 6-10-1999 which states that Party II had decided to close down its establishment w.e.f. 1-1-2000 as they have been suffering financially for a long period and that services of two workmen would be terminated on account of closure of said undertaking. The notice of closure has not been disputed. The fact that the establishment of Party II(1) at Panaji was closed has been established. Hence, the above issue is answered in the affirmative.

35. *Issue No. 5:* The Party I/workman, Smt. Lata Naik has stated in Para 6 of the statement of claim and Para 17 of the affidavit in evidence that after her termination, she is unemployed as she could not succeed in getting job till date and is undergoing hardship due to unemployment. The Party II(1) in Para 7 of the written statement has denied that the Party I was unemployed and claimed that Party I was gainfully employed since the date of termination. Party I/workman in cross examination though denied the suggestion that she is working in a medical shop owned by one Shri Singbal at Ponda, admitted that Singbal Pharmacy had offered a job for her at Ponda but she refused to accept the said job. She also claimed that after termination of her services, she did not try for another job. No suggestions have been put to the witnesses of Party II that after termination of her services, she could not succeed in getting a job till date. Admittedly, Party I is a resident of Tisk, Usgao as per Para 1 of affidavit in evidence and she was admittedly offered a job at Singbal Pharmacy at Ponda, which she has refused nor she made any attempts to secure an alternate employment. The Party II therefore have sufficiently shown that the Party I have refused alternate employment when available during the relevant period nor made any attempts to secure the employment nor proved that the termination of her services is illegal and unjustified. It is therefore the question of Party II proving the above issue does not arise having answered issue No. 1 in the negative.

36. *Additional Issue No. 1:* Importantly, although Party I has impleaded Party II(2) as party to the proceedings, the Party I workman has not amended the claim statement by fastening any liability on Party II(2) nor sought any relief against Party II(2) in the claim statement, more so when it is admitted fact that Party II(2) had taken over the business of Drogaria Menezes vide Deed of Assignment dated 1-4-2000. The Party II(2) Shri Agostinho Menezes has claimed that by a Deed of Assignment dated 1-4-2000 the business at Margao branch of Party I was transferred and assigned to him on terms and conditions stipulated in the said deed and the said transfer was effective from 1-4-2000. Exb. 27 is a said Deed of Assignment.

37. The Party II(2) has further stated that vide clause 6 of Deed of Assignment he was liable to settle claims and dues such as salaries, wages and other retirement benefits of the employees employed as

on the date of Deed of Assignment and that the Party I was terminated on 6-10-1999 much prior to signing of said Deed of Assignment and that since Party I was retrenched while she was working at Panaji establishment, he cannot be made liable for a dues or any benefit. The said Deed has not been challenged. He denied the suggestion in the cross examination that he is liable for all the liabilities of Party I. Clause 6 of the said Deed of Assignment clearly stipulates that Party II(2) is liable to settle the claims and dues of Party II (1) of Margao branch only. That being the case, the contention of Party I that Party II(2) is liable for all the liabilities cannot be accepted. The Deed of Assignment at Exb. 27 clearly shows that Party II (2) has taken limited liability from Party II(1) and therefore the above issue is answered in negative.

38. *Additional issue No. 2:* Admittedly, the Deed of Assignment dated 1-4-2000 is produced at Exb. 27. There is also no dispute that vide letter dated 6-10-1999 at Exb. 12, the services of Party I, Kardex clerk at Panaji was terminated. The Deed of Assignment was executed on 1-4-2000, whereas the retrenchment of Party I was affected on 6-10-1999 and the said fact has been admitted by the Parties. There is also no quarrel that the dispute was referred by the appropriate Government only in 2002 but Party II(2) was assigned business on 1-4-2000. There is also no dispute that the Party I was appointed by Party II(1) on 16-6-1987 as per Exb. W-1 at Vasco when it was a partnership firm at a time when the Party II(2) did not exist and therefore Party I cannot be termed as a 'Workman' of Party II(2) and hence, the above issue is answered in affirmative.

39. In the result, I pass the following:

ORDER

1. It is hereby held that the action of the management of M/s. Drogaria Menezes & Cia, Panaji, Goa, in terminating the services of Ms. Lata Naik, clerk, with effect from 6-10-99, is legal and justified. The Party I, Smt. Lata Naik is therefore not entitled to any relief.
2. No order as to costs.
3. Inform the Government accordingly.

(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court

Notification

No. 28/9/2017-LAB/147

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-01-2017 in reference No. IT/63/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/63/12

Workmen,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartment,
Tisk, Ponda, Goa. ... Workmen/Party I
V/s

M/s. Wallace Pharmaceutical
Pvt. Ltd.,
Nirancal Road, Curti,
Ponda-Goa. ... Employer/Party II
Workmen/Party I represented by Ld. Adv. Shri H.
Shirodkar.
Employer/Party II represented by Ld. Adv. Shri M.
S. Bhandodkar.

AWARD

(Delivered on this the 31st day of the month of
January of the year 2017)

By Order dated 04-12-2012, bearing No. 28/37/
/2012-Lab/652, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

“(1) Whether the action of the management of
M/s. Wallace Pharmaceutical Private
Limited, Curti, Ponda, Goa, in deducting
the one day wages of 16-05-2012 from the
wage period May, 2012, of all workmen who
were on roll as on 16-05-2012, is legal and
justified?

(2) If not, what relief the workmen are entitled
to?”

2. Upon receipt of the reference, it was registered
as IT/63/12 and registered A/D notices were issued
to both the parties. Pursuant to service of notices,
Party I filed a Claim statement at Exhibit 4 and
Party II filed a Written statement at Exhibit 5.

3. In short, the case of the Party I is that vide
Notification dated 7-5-2012 the State Government
declared 16-05-2012 as Public Holiday being Polling
day for the General Election of the Gram Panchayat.
The said holiday shall be paid in addition to the
holiday declared vide Notification dated 3-10-2011.
The Party II however illegally deducted one day
wages of 16-5-2012. The Union vide letter dated
28-6-2012 informed the management that the State
Government had declared 16-5-2012 as Public
holiday with full wages and hence, the action of
the management to deduct one day wages from
the salary for the month of June 2012 is illegal and
bad in law. The Party I workmen had legally
enjoyed the declared paid holiday and hence, they
are entitled for salary for the said day.

4. In the written statement, the Party II has stated
that Party I has no locus standi to raise the dispute.
The Party II has not deducted wages of any of the
workmen as mentioned in the order of reference.
The Government of Goa has no jurisdiction to issue
such a Notification and therefore the reference
ought to be rejected.

5. The Party I filed a Rejoinder at Exhibit 6
denying the case put forth by Party II in the written
statement.

6. Issues framed are at Exhibit 9.

7. It is a matter of record that the workmen were
represented by the Gomantak Mazdoor Sangh at
the time the dispute was referred to the Tribunal,
however by letter dated 27-11-2013 the said
workmen resigned from the membership of
Gomantak Mazdoor Sangh and by letter dated
28-11-2013 they joined the Goa Union of Industrial
Workers. It is claimed that 50 of the workmen earlier
employed by Party II by letter dated 29-9-2016
resigned from the membership of Goa Union of
Industrial Workers and decided to discuss directly
with the management through their duly elected
representatives along with Adv. G. B. Kamat and at
the time of signing of the settlement, 3 out of 50
workmen had already retired from the service and
were given benefits. The said 47 workers who
resigned from the above Union and settled the
matter filed an application dated 19-1-2017 along
with copy of Settlement dated 25-11-2016 under

Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 29 colly and prayed that an award be passed in terms of Settlement dated 25-11-2016.

8. The Terms of Settlement dated 25-11-2016 filed by workmen/Party I and the Employer/Party II are as follows:

- A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at Panaji, Deputy Labour Commissioner and other authorities and they shall have no further claims of whatsoever nature against the Company of any further compensation/ benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.
- B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment, retrenchment compensation, ex-gratia, Bonus, Gratuity and all their statutory dues, etc. in full and final satisfaction of all their claims arising out of their employment.
- C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the

Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.

- D) It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references nos. IT/63/12, IT/40/13, IT/28/14 and Complaint No. C-IT/20/16, etc. and granting an award in terms of settlement.
- E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 9-12-2016. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.
- F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that an amount of Rs. 3,000/- shall be deducted from the amount paid to each worker and handed over to the five elected representatives and the cheque to that effect shall be drawn in favour of Menino Lourenco.

9. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources and Shri Nilesh Amonkar, Dy. General Manager-Plant of Party II and S/Shri Alfred Andrade, Rohidas P. Naik, Menino S. Lourenco, Minguel Fernandes, Prakash G. Guade of Party I, so also by Ld. Adv. Shri G. B. Kamat representing the Workmen.

10. It is also a matter of record that 30 workmen of Goa Union of Industrial Workers represented by Adv. Hrudaynath Shirodkar filed an application dated 19-1-2017 along with the Settlement dated 19-01-2017 under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 30 colly and prayed that an award be passed in terms of settlement dated 19-01-2017.

11. The Terms of Settlement dated 19-01-2017 filed by workmen/Party I represented by Goa Union of Industrial Workers and the Employer/Party II are as follows:

- A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the Annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at Panaji, Deputy Labour Commissioner and other authorities and they shall have no further claims of whatsoever nature against the Company of any further compensation/benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.
- B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment and all their statutory dues such as Bonus, Gratuity, etc. in full and final satisfaction of all their claims arising out of their employment. The Company shall have no objection if the workmen take any additional benefits available under schemes drawn up by the Goa Labour Welfare Fund and Employee's State Insurance Corporation. In any event, nothing shall be due and payable by the Company to the workmen other than what is mentioned in Annexure A to this settlement and this settlement is in full and final satisfaction of all demands of whatsoever nature of the workmen on the Company.
- C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement

benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.

- D) It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references Nos. IT/63/12, IT/40/13, IT/28/14 and Complaint No. C-IT/20/16, etc. and granting an award in terms of settlement.
- E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 28-1-2017. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.
- F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that an amount of Rs. 3,000/- each shall be deducted from the amount due to each worker and handed over to the Union and the cheque shall be drawn in favour of Goa Union of Industrial Workers.

12. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources of Party II and S/Shri Tukaram Adpaikar-President, Jagannath Gaonkar-Secretary, Ramnath Guade- Treasurer, John Fernandes-Member, Vaman Madkaikar-Member of Party I, so also Ld. Adv. Shri Hrudaynath Shirodkar, General Secretary of Goa Union of Industrial Workers representing the Workmen.

13. I have gone through the records of the case and the terms of settlements filed at Exhibit 29 colly and Exhibit 30 colly in the above case and I am convinced that the above Settlements dated 25-11-2016 and 19-01-2017 filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

14. In view of above, I pass the following:

ORDER

- 1) The reference stands disposed of in view of the terms of settlements filed by the parties at Exhibit 29 colly and Exhibit 30 colly.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer
Industrial Tribunal
Labour Court.

Notification

No. 28/9/2017-LAB/149

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-01-2017 in reference No. IT/1/2015 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/1/2015

Workmen,
Rep. by the President,
Goa Municipal Workers Union,
C/o. Shri G. S. Naik,
Bishop Building, 1st floor,
St. Inez, Panaji, Goa-403 001 ... Workmen/Party I

V/s

The Commissioner,
Corporation of the City of Panaji,
Panaji, Goa-403 001 ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri C. J. Mane.

Employer/Party II represented by Ld. Adv. Shri P. J. Kamat.

AWARD

(Delivered on this the 31st day of the month of
January of the year 2017)

By Order dated 01-01-2015 bearing No. 28/43/2014-Lab/760, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the demand of the Union namely, Goa Municipal Workers' Union, for payment of wages to the following 10 casual workers, during the discontinuation in employment from 16-03-2011 to 14-11-2011 and demand for regularization of services with continuity in employment, is legal and justified?

- (i) Shri Uday Shirodkar.
- (ii) Shri Umesh Mashelkar.
- (iii) Shri Sanjeev Vernekar.
- (iv) Shri Durgadas Kundaikar.
- (v) Shri Shyam Mashelkar.
- (vi) Shri Kasturi Kudchadkar.
- (vii) Shri Mahadev Kankonkar.
- (viii) Shri Anita Talwar.
- (ix) Shri Bharat Mandrekar.
- (x) Shri Ashok Kambli.

(2) If not, what relief the workmen are entitled to?”

2. Upon receipt of the reference, it was registered as IT/01/15 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 5 and Party II filed a Written statement at Exhibit 7.

3. In short, the case of the Party I is that the Workmen/Party I are in employment of Party II for last more than 5 years as daily wage workers and were engaged on perennial type of work which they are performing except the arbitrary break given to them for the period between 16-3-2011 to 14-11-2011 under order No. 249/2011 dated 16-3-2011. The Party I workmen vide their application requested Party II to allow them to perform their duties, however no reply was given by Party II to their application as a result they

remained out of employment. The Union vide its letter dated 29-3-2011 raised an industrial dispute before the competent authority for redressal of their grievances as continuing a person for a long duration without granting permanent status in the service notwithstanding existence of permanent nature of work amounts to unfair labour practice.

4. It is also the case of Party I/Workmen that the arbitrary discontinuance from service was punitive in nature having been effected without holding an enquiry which is violative of principle of natural justice and their Constitutional rights. The Union vide its letter dated 25-4-2011 addressed to the Commissioner, Labour informed that the action of Party II is an act of unfair labour practice since it is in violation of provisions of Section 25-F and 25-G of the Industrial Disputes Act. The workers were taken back in employment by Party II as per the understanding reached between them in which the minutes of understanding were signed. The employment with Party II was of the perennial nature and the same has not been regularized. The order dated 16-3-2011 does not disclose any reason for discontinuance of their service while the persons junior to them were allowed to continue their services. The non-regularization of the services when work is available is an unfair labour practice. The Party I workmen is therefore entitled for relief claimed.

5. In the written statement, the Party II has stated that Party I has not taken any resolution to espouse the cause of the workmen; the Party I has no locus standi to raise the dispute as the workers were not the members of the Union; the Party I has not espoused the cause of the said workmen for regularization of their services; there is no demand made by Party I for regularization of the workers mentioned in the schedule to the order of reference. It is also the case of the Party II that the Party II is a Corporation and is engaged in the work of collection, transportation, dumping and disposal of garbage, etc. The regular process of recruitment for appointment has to be resorted to, when regular vacancies in posts, at the particular point of time are to be filled up and the filling up of such vacancies cannot be done in a haphazard manner or based on patronage or other considerations. The casual workers accepted the employment knowing fully well that their employment is temporary or casual and have no right for regularization.

6. The Party II has the sanctioned posts and has its own Recruitment Rules in force. The recruitment of additional labour force beyond sanctioned posts

is met by engaging the labour on casual, temporary and contract basis and such labour is not appointed by following the due process of law and as such the Party I/Workmen has no right for regularization or permanency. The Party I/workmen were amongst other workers appointed on daily wage basis from time to time on fixed terms and their engagement was extended depending upon the need of such workers. The issue of discontinuation of services of said workers was taken up in the council meeting and it was decided to re-engage said 10 workers. The Assistant Labour Commissioner and Conciliation Officer intervened in the matter and held various meetings between the parties and after discussions, the dispute was settled on 11-11-2011 and all the said workers were re-engaged in service as "daily wage workers" w.e.f. 14-11-2011 vide Order No. 505/2011 dated 11-11-2011 and they were specifically informed that they will not be entitled for any wages from 16-3-2011 to 13-11-2011 but their seniority will be maintained from the date of joining the Corporation. The said workers accepted the said order and reported for work from 14-11-2011 as daily wage workers. The said workers were purely casual workers engaged on daily wage basis and such engagements do not create any right for their regularization. None of the said workers are fulfilling the conditions specified in the Recruitment Rules of Party II and therefore the workers are not entitled for any reliefs.

7. The Party I filed a rejoinder at Exhibit 8 denying the case put forth by Party II in the written statement. It is stated that they are the members of Goa Municipal Workers Union without payment of any fees to the Union. Their services were hired for perennial type of job with full knowledge of permanency in regular posts after completion of 240 days of continuous service and their recruitment was done in accordance with procedure set up by law. The Party I/workmen were not recruited due to exigency of work but on perennial type of job which they are performing since the day of employment continuously. The Party II has regularized the services of those workers who were junior to them. The Party I workmen are entitled to receive wages for the period of illegal discontinuance as it was in violation of section 25-F and 25-G of the Industrial Disputes Act.

8. Issues framed at Exhibit 10 are as follows:

- 1) Whether the Party I proves that they are in employment of Party II for last more than 5 years as daily wage workers engaged on perennial work except for the period of arbitrary break for the period from 16-3-11 to 14-11-11?

- 2) Whether the Party I proves that discontinuance of service was in violation of Sec. 25-F and 25-G of the Industrial Disputes Act, 1947?
- 3) Whether the Party I proves that inspite of putting in more than 5 years service, they are not regularized while persons junior to them have been absorbed in service?
- 4) Whether the Party II proves that Party I has no locus standi to raise this dispute as the said workers were not the members of Party I Union?
- 5) What relief? What Order?

9. The Party I workmen examined Shri Shyam Mashelkar and Shri Uday Shirodkar and produced on record a copy of Identity card of Shri Shyam Mashelkar at Exb. 13, a copy of order No. 249/2011 of Corporation of the City of Panaji at Exb. 14, a copy of letter addressed to the Commissioner of Corporation of the City of Panaji at Exb. 15, a copy of letter dated 4-9-2012 addressed to the Assistant Labour Commissioner at Exb. 16, a copy of Memorandum of Settlement at Exb. 17 and a copy of Identity card of Shri Uday Shirodkar at Exb. 21. On the other hand, Mrs. Anunciacao Bertha Almeida was examined as witness of Party II and she produced on record a copy of Recruitment Rules at Exb. 24, a copy of Order No. 249/2011 dated 16-03-2011 at Exb. 25, a copy of order of re-engagement No. 505/11 dated 11-11-2011 at Exb. 26, a copy of Minutes of the Standing Committee meeting held on 11-11-2011 at Exb. 27, a copy of list of daily wages workers engaged by then Municipal Council since 1995 at Exb. 28, in support of her case.

10. Heard arguments. Notes of written arguments came to be placed on record by the Party II/Employer.

11. I have gone through the records of the case and have duly considered the arguments advanced. My answer to the above issues is as follows:

- | | | |
|-------------|-----|--------------------|
| Issue No. 1 | ... | In the negative |
| Issue No. 2 | ... | In the negative |
| Issue No. 3 | ... | In the negative |
| Issue No. 4 | ... | In the affirmative |
| Issue No. 5 | ... | As per final order |

REASONS

Issue No. 1:

12. Ld. Adv. Shri C. J. Mane for Party I/workmen has submitted that the workmen are in employment of Party II for the last more than 5 years as daily wage workers without any appointment order and were engaged on perennial type of work which

they are still performing except for the arbitrary break given to them between 16-03-2011 to 14-11-2011. He further submitted that continuing a person for a long duration without granting permanent status in the service notwithstanding existence of permanent nature of work amounts to unfair labour practice. He claimed that the workman who has continuously worked for more than 240 days in a year is entitled to protection under Section 25-F and it cannot be denied on the ground that he was daily rated workman and in support thereof, he relied upon the case of **Rattan Singh vs. Union of India & Another, 1998 III LLJ (Supp) 714**. He further submitted that the management is not entitled to seek any relief from the Court if it has not complied with the legal/mandatory provisions of the Industrial Disputes Act, 1947 while terminating services of a workman. If a workman has completed 240 days continuous service during the preceding 12 calendar months, his termination without compliance of mandatory provisions of the Act is illegal making the workman entitled to re-instatement with back-wages. In support, he relied upon the case of **Jasmer Singh vs. State of Haryana & Anr. 2015 LLR 225**.

13. There is no dispute that Party II is a Municipal Corporation and is engaged in the work of collection, transportation, dumping and disposal of the garbage, etc. The Party I has examined Shri Shyam Mashelkar and Shri Uday Shirodkar who have claimed that they were in employment of Party II for last more than 5 years as daily wage workers and that their termination of services during the period from 16-3-2011 to 14-11-2011 is in contravention of Section 25-F and Section 25-G of the Industrial Disputes Act. The Party II has denied the contention of Party I that they were in employment of Party II for more than 5 years and that the action of Party II in discharging the services of said workmen during the above period is in violation of the provisions of the Act. The Party I however have not adduced any evidence to show that Party I had worked for 240 days continuously preceding 12 months from the date of termination dated 16-3-2011.

14. Ld. Adv. Shri P. J. Kamat relying upon the case of **The Range Forest Officer vs. S. T. Hadimani, 2002 (93) FLR 179** has submitted that it was for the Party I to adduce sufficient evidence and documents to show the Party I had worked for 240 days preceding 16-3-2011, to claim violation of Section 25-F and Section 25-G of the said Act. The Apex Court on page 180, Para 2 has observed "in our opinion, the tribunal was not right in placing

the onus on the Management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in a year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in a year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman has in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside".

15. The Party I have not produced on record any attendance register maintained by Party II, the appointment letter, the salary slip or identity card to prove that they were in continuous service for 240 days during the preceding 12 calendar months prior to the date of the termination. The witness examined by Party II, Smt. Anunciacao Almeida has stated that the workers were engaged alongwith others as per exigencies of work in as much as the very nature of operations carried out by Party II required engagement of casual labour on daily wages and that the services of said workers were not required from 16-3-2011 as they were purely casual workers engaged on daily wage basis. There is nothing on record to dispute the said fact nor there is any cogent evidence that the Party I workman had worked for more than 240 days during the preceding 12 calendar months prior to the date of their termination.

16. Mere filing of the affidavits cannot be regarded as sufficient evidence in the absence of any proof mentioned above in support of said contention and therefore it cannot be said that Party I/workmen were in employment with Party II for last more than 5 years as daily wage workers. The reliance placed by Adv. Mane on the cases of **Ratan Singh and Jasmer Singh**, *supra* cannot be made applicable to the case at hand as the workmen had not proved that they had continuously worked for 240 days in a year preceding their termination and therefore not entitled to protection under the provision of the Act. The case of Ratan and Jasmer Singh turns out on their own facts as in those cases, the workmen had completed 240 days continuous service during the preceding 12 calendar months prior to their termination, unlike in the present case and therefore the above judgments cannot come to the

rescue of Party I. The Party I having failed to prove that they were in employment with Party II for more than 5 years as daily wage workers; the issue No. 1 is answered in the negative.

Issue No. 2:

17. Discernibly, Under Section 25-F of Industrial Disputes Act, no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

18. A little peep into Section 25-G of the Industrial Disputes Act, which is the procedure for retrenchment would indicate that where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workmen who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

19. Needless to mention, the workmen/Party I have failed to demonstrate that they were employed with Party II and had completed 240 days continuous service during the 12 calendar months preceding their termination on 16-3-2011 to claim violation of 25-F of the Industrial Disputes Act. The Party I have also failed to show that they have been retrenched, while persons junior to them have been absorbed in service and therefore the provision of 25-G of Industrial Disputes Act is also not applicable to the case at hand. The Party I/workmen therefore have failed to show by cogent evidence that the Party II has violated

Sections 25-F and 25-G of the Industrial Disputes Act and therefore issue No. 2 is answered in negative.

Issue No. 3:

20. Ld. Adv. Shri C. J. Mane for the Party I has submitted that the workmen are not regularized although they have put in more than 5 years of service as daily wage workers. He further submitted that non regularization of workmen when work is available is an unfair labour practice. Relying upon the case of **Bhullar Nath Yadav and others vs. Mayo Hall Sports Complex, Allahabad, and others, 1990, II LLN 946**, he submitted that non-regularization of the daily wage employees due to paucity of funds or absence of sanctioned post cannot be a ground for denying the benefit of regularization to the employee. There is no justification for not having a regular post when the work is of permanent nature. He also submitted that when daily wagers were doing same work of permanent nature as was being done by permanent workers for same working hours, paying less wages and other benefits to daily wagers in comparison to permanent employees is practicing unfair labour practice and therefore it would be appropriate to treat the services of daily wagers as permanent. In support, he relied upon the case of **Umrula Gram Panchayat vs. The Secretary, Municipal Employees' Union & Ors., 2015 LLR 449**.

21. Admittedly, Party II is a Public body and the employment in the Party II is a Public employment and has to be made in terms of Constitutional Scheme and the vacancies of regular nature are to be filled up as per the Recruitment Rules of the Party I. Exhibit 24 are the Recruitment Rules. There cannot be any dispute that when statutory rules are framed, the appointments are to be made based on the said rules and Party II cannot give a go-by to the procedures to be followed in case of Public employment. The Party II is a Municipal Corporation of City of Panaji and the procedure for appointment is provided under section 73(1) of the Municipality Act, 1968 according to which a Council may, with the sanction of the Director, create such posts of officers and servants other than those specified in Sub-Section (1) & (2). Sub-Section (2) provides that the qualification, pay, allowances and other conditions of service and method of recruitment of any such officer and servants shall be determined by general or special order made by the Director in this behalf. A Director in terms of Section 2(11)

means a person appointed by the Government to be the Director of Urban Development. It therefore follows that the posts of officers/servants can be created only by the Director of Urban Development of Government of Goa and not by Party II/employer.

22. There is also no dispute that Party II has 75 sanctioned posts of road workers, 70 posts of sweepers, 10 posts of watchmen, 9 posts of scavengers, 2 posts of cemetery workers and 16 posts of supervisors and the said fact has not been denied by Party I in their rejoinder. The above posts have been filled by the Party II/employer by following the set procedures. Needless to mention, the Party II does not have the power to appoint additional servants beyond sanctioned posts unless such posts are approved by the Director as required under section 73(1) of the Municipality Act. The witness of Party II, Smt. Anunciacao has stated in her affidavit in evidence that additional requirement of servants is met by Party II by engaging the labour on casual, temporary, daily or contract basis and such workers are not recruited by following due process of law.

23. Both the witnesses of Party I have admitted in the cross examination that all the workmen who are involved in the reference are daily wagers and they have been discontinued from services from 16-03-2011. The Party II has no power to recruit workers without the posts being sanctioned by the Director of Urban Development. The daily wagers or temporaries therefore do not acquire any right for regularization when no recruitment process is carried out by the Director. Ld. Adv. Shri P. J. Kamat has submitted and rightly so that if the appointment is not made in accordance Section 73 (1) of the Municipality Act, 1968 the same would be *ab-initio void* and there cannot be any claim for its regularization or for grant of permanency in any manner. Mere working of the workers for number of years cannot and does not enable a worker to claim permanency or regularization, if there are no posts created and sanctioned by the Director of Urban Development.

24. It is also well settled by the Constitution Bench of the Apex Court in the matter of **Secretary, State of Karnataka & Ors. vs. Umadevi & Ors., 2006 (II) CLR 261** that when appointments are temporary, casual or contractual in nature, such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when

the appointment to the post can only be made by following a proper procedure for selection and in Para 38, the Apex Court has observed as follows:

38. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in concerned cases, in consultation with the Public Service Commission. Therefore the theory of legitimate expectation cannot be successfully advanced by temporary contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.

25. There is no dispute that Party I/workmen were casual workers and their engagement were not done based on proper selection as per the rules. It is also not in dispute that clause 1 of the Memorandum of Settlement dated 10-10-1996 at exhibit 17 stipulates that Party II had agreed in principle to form a 'pool' in respect of daily rated workers/employees and to regularize the services of those daily rated workers who have completed 240 days of continuous service in the Council subject to the condition that the workers fulfill the requirements of the posts as specified in the Recruitment Rules at Exb. 24. There is no evidence with respect to the formation of the 'pool' of daily wage workers of those who have completed 240 days of continuous service. The Party I have not proved that a 'pool' was formed as per the settlement and that they had completed 240 days of continuous service prior to their termination or that there are regular posts of sweepers sanctioned by the Director under the Act and that they are eligible for regularization. It is also not possible to shut eyes to the Constitutional Scheme and the right of other workmen who are not before the Court. There is no dispute that the appointment of Party I workmen has not been done by the following the Settlement dated 10-10-1996 at exhibit 17 and the Recruitment Rules at Exb. 24 or under Section 73 of the Municipality Act and therefore

they cannot invoke for regularization of their services. The reliance placed on the case of **(1) Bhullar Nath Yadav and others and (2) Umralla Gram Panchayat**, supra are not applicable to the case at hand in view of section 73(1) of the Municipality Act and the authority of the Hon'ble Apex Court in the case of **Umadevi**, supra where it has been clearly held that the Courts must be careful to ensure that they do not interfere unduly with economic arrangement of its affairs by the State or lend themselves the instruments to facilitate the by-passing of the Constitutional and Statutory mandates. In view of above discussions, issue No. 3 is answered in negative.

Issue No. 4:

26. Ld. Adv. Shri P. J. Kamat has submitted that Party I has no locus standi to raise the dispute of the said workers as they were not the members of Party I Union and that Party I has not espoused the cause of said workmen for regularization of the service nor taken any resolution to espouse the cause of the workmen nor made any demand for regularization of the said workmen. He also claimed that the Party I has not denied Para 2 of the written statement where Party II has taken the above stands but merely stated that the said workmen are the members of the said Union without payment of any union fees to the Union.

27. The Party II had denied that Party I workmen were the members of the Union. The Party I has stated in reply to Para 2 of the written statement that the workmen are the members of Party I/Union without payment of union fees to the Union. The Party I have not produced either the Minutes book of the Party I for the period 2010-11 and 2011-12 or the Bye-laws of Party I Union to prove that they are the members of the Union and have been paying the fees. Undoubtedly, under Section 6 of the Trade Unions Act, 1926 a trade union shall not be entitled to registration under the Act, unless the executive thereof is constituted in accordance with the provisions of the Act and the Rules thereof fulfilling the requirement of the said section. Moreover, under Sub-section (ee) of Section 6, the members of the trade Union shall pay minimum subscription which shall not be less than- (i) one rupee per annum for rural workers; (ii) three rupees per annum for workers in other unorganized sectors; and (iii) twelve rupees per annum for workers in any other case. The contention of Party I that the said workers were the members of Union without payment of any union fees to the Union therefore cannot be believed. No membership register has been produced. The Claim statement and the Rejoinder have also not signed by the Party I/Union and therefore, it can be safely said that Party I/

/Union has no locus standi to raise the dispute as the workers are not the members of Party I/Union. It is therefore issue No. 4 is answered in the affirmative.

28. In the result, I pass the following:

ORDER

1. It is hereby held that the demand of the Union namely, Goa Municipal Workers' Union, for payment of wages to the 10 casual workers referred above, during the discontinuation in employment from 16-03-2011 to 14-11-2011 and demand for regularization of services with continuity in employment, are illegal and unjustified?
2. No order as to costs.
3. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court

Notification

No. 28/9/2017-LAB/150

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-01-2017 in reference No. IT/28/14 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/28/14

M/s. Wallace Pharmaceutical
Pvt. Ltd.,
Nirancal Road, Curti
Ponda-Goa (403 401) ... Employer/Party I

V/s

The General Secretary,
Gomantak Mazdoor Sangh,
Reg. No. 186,
G-5, Macedo Apartment,
Tisk, Ponda, Goa, 403 401 ... Workmen/Party II(1)

The General Secretary,
Goa Union of Industrial Workers,
Affiliated to Bhartiya Mazdoor Sangh,
Kamakshi Krupa, Khadpabandh,
Ponda, Goa 403 401. ... Workmen/Party II(2)

Employer/Party I represented by Ld. Adv. Shri M. S. Bandodkar.

None represent for Workmen/Party II(1).

Workmen/Party II(2) represented by Ld. Adv. Shri H. Shirodkar.

AWARD

(Delivered on this the 31st day of the month of
January of the year 2017)

By Order dated 10-11-2014, bearing No. 28/34/2014-Lab/642, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the claim of the management of M/s. Wallace Pharmaceuticals Private Limited, regarding loss of production to the extent of Rs. 2.31 Crores for the period from 29-05-2013 to 10-07-2013 could be construed as an 'industrial dispute' within the meaning of section 2(k) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to the issue No. (1) above, is in the affirmative, then, what relief the management is entitled to?"

2. Upon receipt of the reference, it was registered as IT/28/14 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 3 and Party II filed a Written statement at Exhibit 5.

3. In short, the case of the Employer/Party I is that the Party I began as a joint venture in Goa and has signed several settlements with the workers who were more than 100 in number. It is clear from the Settlement dated 5-4-2010 that the workmen were bound to give particular production as per the norms and practices. However, the workmen at the instigation of the Union started violating the specific terms and conditions of the settlement due to which company started losing heavily every day. All the workmen who were the members of the Union refused to do their work inspite of

specific instructions. The Company by its letter dated 10-6-2013 raised an industrial dispute in connection with specific loss of production made by the workmen. The workers caused loss to the tune of 2.31 Crores to the Company for which they are solely responsible and are required to pay to the company along with interest. The action on the part of the workmen is illegal, unjustified and in breach of specific terms of the settlement. The loss caused to the Company is tremendous. Hence, the dispute.

4. In the written statement, the workmen/Party II has stated that the claim for loss of production is neither a dispute nor a difference within the definition of Section 2(k) of the Industrial Disputes Act. The management ought to have approached the appropriate authority as against the alleged non-implementation of the settlement or alleged loss due to misconduct but on the other hand the management has raised the issue wrongly as an industrial dispute before the wrong forum.

5. It is a matter of record that the workmen were represented by the Gomantak Mazdoor Sangh at the time the dispute was referred to the Tribunal, however by letter dated 27-11-2013 the said workmen resigned from the membership of Gomantak Mazdoor Sangh and by letter dated 28-11-2013 they joined the Goa Union of Industrial Workers. It is a matter of record that 50 of the workmen earlier employed by Party II by letter dated 29-9-2016 resigned from the membership of Goa Union of Industrial Workers and decided to discuss directly with the management through their duly elected representatives along with Adv. G. B. Kamat and at the time of signing of the settlement, 3 out of 50 workmen had already retired from the service and were given benefits. The said 47 workers who resigned from the above Union and settled the matter filed an application dated 19-1-2017 along with copy of Settlement dated 25-11-2016 under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 9 colly and prayed that an award be passed in terms of Settlement dated 25-11-2016.

6. The Terms of Settlement dated 25-11-2016 filed by workmen/Party I and the Employer/Party II are as follows:

- A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at

Panaji, Deputy Labour Commissioner and other authorities and they shall have no further claims of whatsoever nature against the Company of any further compensation/benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.

- B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment, retrenchment compensation, ex-gratia, Bonus, Gratuity and all their statutory dues, etc. in full and final satisfaction of all their claims arising out of their employment.
- C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.
- D) It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references Nos. IT/63/12, IT/40/13, IT/28/14 and Complaint No. C-IT/20/16, etc. and granting an award in terms of settlement.

E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 9-12-2016. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.

F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that an amount of Rs. 3,000/- shall be deducted from the amount paid to each worker and handed over to the five elected representatives and the cheque to that effect shall be drawn in favour of Menino Lourenco.

7. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources and Shri Nilesh Amonkar, Dy. General Manager-Plant of Party II and S/Shri Alfred Andrade, Rohidas P. Naik, Menino S. Lourenco, Minguel Fernandes, Prakash G. Guade of Party I, so also by Ld. Adv. Shri G. B. Kamat representing the Workmen.

8. It is also a matter of record that 30 workmen of Goa Union of Industrial Workers represented by Adv. Hrudaynath Shirodkar filed an application dated 19-1-2017 along with the Settlement dated 19-01-2017 under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 10 colly and prayed that an award be passed in terms of settlement dated 19-01-2017.

9. The Terms of Settlement dated 19-01-2017 filed by workmen/Party I represented by Goa Union of Industrial Workers and the Employer/Party II are as follows:

A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the Annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at Panaji, Deputy Labour Commissioner and other authorities and they shall have no

further claims of whatsoever nature against the Company of any further compensation/ benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.

B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment and all their statutory dues such as Bonus, Gratuity, etc. in full and final satisfaction of all their claims arising out of their employment. The Company shall have no objection if the workmen take any additional benefits available under schemes drawn up by the Goa Labour Welfare Fund and Employee's State Insurance Corporation. In any event, nothing shall be due and payable by the Company to the workmen other than what is mentioned in Annexure A to this settlement and this settlement is in full and final satisfaction of all demands of whatsoever nature of the workmen on the Company.

C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.

D) It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration

under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references nos. IT/63/12, IT/40/13, IT/28/14 and Complaint No. C-IT/20/16, etc. and granting an award in terms of settlement.

- E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 28-1-2017. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.
- F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that an amount of Rs. 3,000/- each shall be deducted from the amount due to each worker and handed over to the Union and the cheque shall be drawn in favour of Goa Union of Industrial Workers.

10. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources of Party II and S/Shri Tukaram Adpaikar-President, Jagannath Gaonkar-Secretary, Ramnath Guade-Treasurer, John Fernandes-Member, Vaman Madkaikar-Member of Party I, so also by Ld. Adv. Shri Hrudaynath Shirodkar, General Secretary of Goa Union of Industrial Workers representing the Workmen.

11. I have gone through the records of the case and the terms of settlements filed at Exhibit 9 colly and Exhibit 10 colly in the above case and I am convinced that the above Settlements dated 25-11-2016 and 19-01-2017 filed by the parties are just and fair and are in the interest of the Employer/Party I and Workmen/Party II and therefore, the same are accepted.

12. In view of above, I pass the following:

ORDER

- 1) The reference stands disposed of in view of the terms of settlements filed by the parties at Exhibit 9 colly and Exhibit 10 colly.

- 2) No order as to costs.
3) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court

Notification

No. 28/9/2017-LAB/151

The following award passed by the Labour Court-II, at Panaji-Goa on 24-01-2017 in reference No. IT/05/2013 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before **Shri Suresh N. Narulkar**, Hon'ble
Presiding Officer)

Case No. Ref. IT/05/2013

Shri Tanaji Ghadi.
C/o. V. T. Ghadia,
Daulwada,
Marcel-Goa.

... Workman/Party I

V/s

M/s. Kadamba Transport
Corporation Ltd.,
Paraisa-de-Goa,
Alto-Porvorim-Goa

... Employer/Party II

Workman/Party I represented by Adv. Shri L. V. Palekar.

Employer/Party II represented by Adv. Shri C. J. Mane.

Panaji, Dated: 24-01-2017.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 05-03-2013, bearing No. 28/5/2013-Lab/111, referred the

following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court in turn assigned the present dispute to this Labour Court-II, vide her order dated 06-03-2013.

"(1) Whether the action of the management of M/s. Kadamba Transport Corporation Ltd, Panaji, Goa, in dismissing from service Shri Tanaji V. Ghadi, Conductor, with effect from 21-12-1995, is legal and justified?

(2) If not, what relief the Workperson is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/05/13 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his statement of claim on 13-06-2013 at Exb-4. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short, 'Employer') is a Corporation of Government of Goa to cater with the needs of the public as regards providing transport facilities to the public at large. He stated that he joined in the services of the Employer as a Conductor in the year 1983. He stated that in the year 1989 and 1990, two charge-sheets were served upon him, alleging shortage in the cash collected. He stated that the enquiry was conducted as regards both the charge-sheets by appointing Shri V. M. Naik, Asstt. Traffic Superintendent (ATS) as Enquiry Officer. He stated that during the course of enquiry, on the first charge-sheet dated 17-08-1989 as well as second charge-sheet dated 30-11-1990, the charges of misconduct were never proved. He stated that the General Manager of the Employer however, without even considering his reply, terminated his services on 21-12-1995. He stated that a show-cause notice was issued to him in November, 1995 for the charge-sheet dated 17-08-1989 and dated 30-11-1990, although the enquiry into both these charge-sheets have been concluded in the year 1992. He stated that as the Employer did not respond to his representation dated 23-11-1995, he raised an industrial dispute before the Labour Commissioner, Panaji on 17-01-2012. He stated that the said industrial dispute ended in failure, due to adamant stand of the Employer.

3. He submitted that the delay in approaching Labour Commissioner with the belief that one day, the Employer would respond to his representation and justice would be done to him. He stated that

since the date of his termination of service, he is unemployed and could not succeed in getting employment.

4. He contended that the enquiries conducted in respect of charge-sheet dated 17-08-1989 and charge-sheet dated 30-11-1990 were in a biased manner in favour of the Employer. He submitted that the Enquiry Officer was himself ATS and fully involved in the case. He submitted that the appointment of Shri V. M. Naik as Enquiry Officer speaks of malafide intentions of the Employer. He submitted that in both the charge-sheets, nothing was proved against him. He submitted that the findings of the Enquiry Officer were therefore arbitrary and made without appreciating the evidence on record. He submitted that both the enquiries conducted against him were sham enquiries in the eyes of law. He submitted that the appointment of Shri V. M. Naik as Enquiry Officer to conduct the enquiries in both the charge-sheets is itself illegal as the checking staff has issued the default notices to him and the report after checking was sent to Shri V. M. Naik as their superior. He therefore submitted that the aforesaid act on the part of the Employer clearly shows the partisan attitude of the Employer in appointing the Enquiry Officer. The Workman therefore prayed that his services be legalized and termination letter be withdrawn and the services be restored with back wages from the time of termination.

5. The Employer controverted the claim of the Workman by filing its written statement on 02-08-2013. The Employer, as and by way of its written statement, submitted that the present dispute has been raised by the Workman after a lapse of nearly seventeen years is not maintainable due to delay and laches and hence the present reference made by the Government is bad-in-law.

6. The Employer stated that the Workman joined in its service as a conductor on 16-03-1985 and not in the year 1983 as alleged by him. The Employer admitted that two charge-sheets, one dated 17-08-1989 and another dated 30-11-1990 were issued to the Workman and enquiries were conducted in respect of both the charge-sheets by appointing Shri V. M. Naik as Enquiry Officer. The Employer submitted that the findings submitted by the Enquiry Officer are based on evidence on record and the same are in no way arbitrary. The Employer stated that the services of the Workman were terminated on the basis of proved misconduct w.e.f. 21-12-1995. The Employer stated that since the Workman was gainfully employed, he did not raise any dispute pertaining to his termination of service immediately and took nearly seventeen

years to raise the same. The Employer stated that the past record of the Workman is not clean and unblemished. The Employer submitted that in case the enquiry is found to be defective, they should be given an opportunity to lead additional evidence to justify their action. The Employer finally submitted that the termination of service of the Workman is legal and justified and the Workman is not entitled to any relief.

7. Thereafter, the Workman filed his rejoinder on 19-09-2013 at Exb. 08. The Workman, by way of his Re-joinder confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement. The Workman submitted that he is uneducated, illiterate and a rustic villager. He submitted that he was not aware of the remedies available to him against the illegal termination. He submitted that having filed a representation dated 23-11-1995, he bonafidely believed that the Employer would consider his representation and take him in service one day or the other. He submitted that he visited the office of the Employer on several occasions on his above referred representation. He submitted that however, every time he was given to understand that reply would be sent to him by post.

8. Based on the pleadings filed by both the parties herein above, this court framed the following issues on 04-10-2013.

1. Whether a free, fair and impartial enquiry was conducted against the Workman in accordance with the principles of natural justice?
2. Whether the charges of misconduct leveled against the Workman vide charge-sheet dated 17-08-1989 and charge-sheet dated 30-11-1990 have been proved to the satisfaction of this court by acceptable evidence?
3. Whether the Workman/Party-I proves that the action of the Employer Corporation in dismissing him from services w.e.f. 21-12-1995 is illegal and unjustified?
4. Whether the Employer/Party II proves that the present Order of Reference is not maintainable and bad-in-law in view of allegations made in para 8 and 9 of its written statement?

5. Whether the Workman is entitled to any relief?

6. What Order? What Award?

9. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : Does not arise.
- (b) Issue No. 2 : Does not arise.
- (c) Issue No. 3 : Does not arise.
- (d) Issue No. 4 : In the affirmative.
- (e) Issue Nos. 5 & 6 : As per the final order.

REASONS

I have heard the oral arguments of Ld. Adv. Shri V. Palekar, appearing for the Workman as well as Ld. Adv. Shri C. J. Mane, appearing for the Employer. I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Advocates appearing for the respective parties and is of the firm opinion as under.

10. Issue Nos. 1, 2, 3, 4 and 5:

Vide order dated 19-01-2017 passed in my findings on the preliminary issues Nos. 1, 2 and 4, I have come to the conclusion and held that the present order of reference issued by the Govt. of Goa is bad-in-law and not maintainable and therefore the question of answering issue Nos. 1 and 2 does not arise and the issue No. 4 is therefore answered in the affirmative. Consequently, the question of deciding issue as to the legality and justifiability of the action of the Employer Corporation in dismissing the Workman from its services w.e.f. 21-12-1995 does not arise as the reference does not survive. The issue No. 3 is therefore answered accordingly. The Workman is therefore not entitled to any relief. The issue No. 5 is therefore answered in the negative.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Kadamba Transport Corporation Ltd., Panaji, Goa, in dismissing from service Shri Tanaji V. Ghadi, Conductor, with effect from 21-12-1995, is legal and justified, does not survive.
2. The Party-I, Shri. Tanaji V. Ghadi, Conductor, is not entitled to any relief.
3. No order as to cost.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer
Labour Court-II

Notification

No. 28/9/2017-LAB/152

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-01-2017 in case No. C-IT/20/16 in reference No. IT/40/13 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Case No. C-IT/20/16
In

Ref. No. IT/40/13

Workmen,
Rep. by the Local Committee
President,
Goa Union of Industrial Workers,
Ground Floor, Kamakshi Krupa,
Khadpaband,
Ponda-Goa 403 401. ... Complainant/Party I
V/s

M/s. Wallace Pharmaceutical
Pvt. Ltd.,
Nirankar Road,
Curti, Ponda-Goa.
Regd. Office:
2nd Floor, Dempo Trade Centre,
Patto Plaza, Panaji Goa. ... Respondent /Party II
Complainant/Party I represented by Ld. Adv.
Shri H. Shirodkar.
Respondent/Party II represented by Ld. Adv.
Shri M. S. Bandodkar.

AWARD

(Delivered on this the 31st day of the month
of January of the year 2017)

This is a complaint filed by the complainant under Section 33-A of the Industrial Disputes Act, 1947 (for short The Act).

2. In short, the case of the Complainant is that they are the permanent workers of the Respondent and were initially represented by the General

Secretary of Gomantak Mazdoor Sangh, however upon reference of this dispute the workers resigned from the Union and joined the Union of the complainant. The workmen through their earlier Union submitted Charter of Demands dated 1-2-2012 for enhancement of wages and for alteration and addition of other service conditions before the management and upon failure of bilateral discussion sought intervention of Assistant Labour Commissioner at Ponda where the matter ended in failure. During the pendency of the proceedings, the Respondent raised a dispute of alleged loss of production. The complainant on many occasions requested the Respondent to discuss and settle the dispute amicably, however it was not settled. The management on 10-10-2015 displayed a notice informing the workers about the closure of the factory at Ponda and transferred all the permanent workers to Himachal Pradesh thereby refusing employment. The action of the management amounts to unfair labour practice by the employer. The Complainant objected the said closure of manufacturing activity and also about transfer of all the permanent workers. The Respondent started its activities at Ponda factory by employing contract workers. The Deputy Labour Commissioner intervened in the matter of closure, however there was no fruitful discussion.

3. The Complainant thereafter approached the Hon'ble High Court in which the Respondent undertook to keep the notice dated 9-10-2015 in abeyance. The action of the Respondent amounts to closure and denial of employment. The sudden transfer beyond the territorial jurisdiction in terms of impugned order is an illegal method adopted by the Respondent without following the process of law. The management is not authorized to transfer any permanent workmen outside Ponda which is illegal and against the terms of Settlement dated 5-4-2010. The present transfer is punitive and issued in colourable exercise of power and in contravention of Section 33-A of the Industrial Disputes Act. The management has altered the conditions of service of the workmen during the pendency of proceedings before the Industrial Tribunal to their prejudice. The action of the management is nothing but forceful transfer contrary to law and against the interest of the workmen. Hence, the complaint.

4. In the reply at Exhibit 4, the Respondent has stated that it has not committed any breach attracting Section 33-A of the Industrial Disputes Act. The Respondent has not changed any condition of service as alleged by the Complainant. The matter arising out of the notice dated 9-10-2015 is pending before the Deputy Labour Commissioner/Conciliation Officer and the

cognizance of the complaint has been taken by the said Officer and therefore the Industrial Tribunal cannot take cognizance of the said matter. The management has not transferred any of the employees. The complainant is not entitled for any relief.

5. Issues came to be framed at Exhibit 6.

6. It is a matter of record that 50 of the workmen earlier employed by Party II by letter dated 29-9-2016 resigned from the membership of Goa Union of Industrial Workers and decided to discuss directly with the management through their duly elected representatives along with Adv. G. B. Kamat and at the time of signing of the settlement, 3 out of 50 workmen had already retired from the service and were given benefits. The said 47 workers who resigned from the above Union and settled the matter filed an application dated 19-1-2017 along with copy of Settlement dated 25-11-2016 under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 12 colly and prayed that an award be passed in terms of Settlement dated 25-11-2016.

7. The Terms of Settlement dated 25-11-2016 filed by workmen/Party I and the Employer/Party II are as follows:

- A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at Panaji, Deputy Labour Commissioner and other authorities and they shall have no further claims of whatsoever nature against the Company of any further compensation/ benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.
- B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment, retrenchment compensation, ex-gratia, Bonus, Gratuity and all their statutory dues, etc. in full and final satisfaction of all their claims arising out of their employment.
- C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.
- D. It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references Nos. IT/63/12, IT/40/13, IT/28/14 and Complaint No. C-IT/20/16, etc. and granting an award in terms of settlement.
- E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 9-12-2016. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.
- F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that an amount of Rs. 3,000/- shall be deducted from the amount paid to each worker and handed over to the five elected representatives and the cheque to that effect shall be drawn in favour of Menino Lourenco.

8. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources and Shri Nilesh Amonkar, Dy. General Manager-Plant of Party II and S/Shri Alfred Andrade, Rohidas P. Naik, Menino S. Lourenco, Minguel Fernandes, Prakash G. Guade of Party I, so also by Ld. Adv. Shri G. B. Kamat representing the Workmen.

9. It is also a matter of record that 30 workmen of Goa Union of Industrial Workers represented by Adv. Hrudaynath Shirodkar filed an application dated 19-1-2017 along with the Settlement dated 19-01-2017 under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947 at Exb. 13 colly and prayed that an award be passed in terms of settlement dated 19-01-2017.

10. The Terms of Settlement dated 19-01-2017 filed by workmen/Party I represented by Goa Union of Industrial Workers and the Employer/Party II are as follows:

- A) It is agreed between the parties that all the workmen shall be paid the amount mentioned in the Annexure A to the settlement in full and final settlement of all their claims arising out of their employment, various references, complaints, disputes pending before the Industrial Tribunal at Panaji, Deputy Labour Commissioner and other authorities and they shall have no further claims of whatsoever nature against the Company of any further compensation/ benefit which can be computed in terms of money and/or any claim of re-instatement or re-employment or fresh employment in the Company or any of its associate concerns at any of its places of business including Ponda or anywhere else irrespective of any other developments in the Company or decisions of the Company or any other decision/judgment/award of any Court, Tribunal or Government authority.
- B) It is agreed between the parties that the workmen shall accept the amount mentioned in Annexure A to the settlement which shall include leave encashment and all their statutory dues such as Bonus, Gratuity, etc. in full and final satisfaction of all their claims arising out of their employment. The Company shall have no objection if the workmen take any additional benefits available under schemes drawn up by the Goa Labour Welfare Fund and Employee's State Insurance Corporation. In any event, nothing shall be due and payable by the Company to the

workmen other than what is mentioned in Annexure A to this settlement and this settlement is in full and final satisfaction of all demands of whatsoever nature of the workmen on the Company.

- C) It is further specifically agreed between the parties that all the workmen covered by this settlement and accepting the benefits as mentioned in Annexure A shall not obstruct/interfere in any way with the activities of the Company including seeking any employment afresh or otherwise, either in Goa or Nalagarh or any other place of the Company's business and it is clearly understood by the workmen that they are voluntarily accepting the settlement benefits as per Annexure A. Each workman covered by this settlement shall individually give a declaration that he/she is accepting the settlement voluntarily and he/she shall have no claim including any claim of re-instatement or re-employment in the Company or any of its associate concerns at any place of business and he/she will get only benefits under this settlement which can be computed in terms of money.
- D) It is agreed between the parties that this settlement shall be produced before various authorities including before Deputy Labour Commissioner and sent for registration under relevant rules and a copy of the settlement shall be placed before the Hon'ble Industrial Tribunal at Panaji for disposing of the matters in references Nos. IT/63/12, IT/40/13, IT/28/14 and Complaint no. C-IT/20/16, etc. and granting an award in terms of settlement.
- E) It is agreed between the parties that money arising out of the settlement shall be paid to the workmen by cheque and/or by transferring the said money to individual Saving Bank Account of the workmen on or before 28-1-2017. It is clearly understood that income tax, as applicable, will be deducted from the amounts paid under this settlement. In so far as the settlement of Provident Fund dues is concerned, the Company shall assist the workmen to submit their forms to the Provident Fund Authorities after they are duly filled in and signed by the workmen.
- F) The benefits of this settlement shall be given to the workmen who accept the terms and conditions of this settlement in toto. It is agreed by and between the parties that

an amount of Rs. 3,000/- each shall be deducted from the amount due to each worker and handed over to the Union and the cheque shall be drawn in favour of Goa Union of Industrial Workers.

11. The above terms of settlement are signed by Shri Eurico Noronha, Vice President-Human Resources of Party II and S/Shri Tukaram Adpaikar-President, Jagannath Gaonkar-Secretary, Ramnath Guade-Treasurer, John Fernandes-Member, Vaman Madkaikar-Member of Party I, so also by Ld. Adv. Shri Hrudaynath Shirodkar, General Secretary of Goa Union of Industrial Workers representing the Workmen.

12. I have gone through the records of the case and the terms of settlements filed at Exhibit 12 colly and Exhibit 13 colly in the above case and I am convinced that the above Settlements dated 25-11-2016 and 19-01-2017 filed by the parties have put an end to the grievances raised by the Complainant in the above complaint.

13. In view of above, I pass the following:

ORDER

- 1) The Complaint stands disposed of in view of the settlements filed along with the application at exhibit 12 colly and exhibit 13 colly respectively.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court

◆◆◆◆◆
Department of Law & Judiciary

Law (Establishment) Division

— Notification

No. 1/13/2014/LD(Estt.)/372

The Governor of Goa is hereby pleased to accept the resignation tendered by Shri Saresh D. Lotlikar as Advocate General for the State of Goa, with effect from 11-03-2017.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Law-Estt.).
Porvorim, 24th March, 2017.

Certificate of Practice

No. 8-7-2014-LD(Estt.)(46)/349

In partial modification of Certificate of Practice dated 28-02-2014 issued under the provisions of Notaries Act, 1952 (Central Act 53 of 1952) and the Notaries Rules, 1956 made thereunder, Government of Goa is pleased to extend the area of practice as a Notary of Ms. Panchami Tulsidas Naik to State of Goa, under Rule 8A of the Notaries Rules, 1956, with immediate effect.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Estt.).

Porvorim, 21st March, 2017.

◆
District & Sessions Court, South-Goa

— Order

No. DSC/MAR/GO-1/1/2016/5263

On the recommendation of the Departmental Promotion Committee which has been approved by the Hon'ble High Court of Judicature at Bombay, as required under the Recruitment Rules of the post of the Registrar/Chief Administrative Officer vide their letter No. B(Gen)-5601/57/2016/551 dated 29-04-2016, Smt. Fatima Mascarenhas, Superintendent in the District & Sessions Court, South Goa, Margao is hereby promoted and appointed to the post of Registrar/Chief Administrative Officer, a Group 'A', Gazetted post, on regular basis, in the pay scale of PB-3, Rs. 15,600-39,100+G. P. 5,400 and posted as such in the District & Sessions Court, South Goa, Margao against the post of the Registrar/Chief Administrative Officer, fallen vacant due to retirement of the incumbent of the post, with immediate effect.

Smt. Fatima Mascarenhas shall be on probation for a period of two years.

The pay of Smt. Fatima Mascarenhas shall be fixed as per the Rules in force.

The expenditure in respect of the above post shall be debited to the Budget Head No. 4 "2014—Administration of Justice; 00—; 105—Civil and Sessions Courts; 02—District and Sessions Judges (South Goa); 01—Salaries (Voted) (Non Plan)".

This order of promotion/appointment of Smt. Fatima Mascarenhas is issued as per the instructions contained in the above referred letter of the Hon'ble High Court.

Desmond S. D'Costa, Principal District & Sessions Judge, South Goa, Margao.

Margao, 4th May, 2016.



Department of NRI

Office of the Commissioner for NRI Affairs

Order

No. Comm/NRI/578/16-17/59

Read: Order No. 1/5/2012/HD/NRI dated 04-06-2012.

The resignation tendered by Dr. Wilfred Menezes Mesquita as Commissioner for NRI Affairs is hereby accepted w.e.f. 16-03-2017.

Consequently, the services of the staff appointed to various posts on ad hoc basis co-terminus with the tenure of Commissioner, stand terminated w.e.f. 16-03-2017 (afternoon).

By order and in the name of the Governor of Goa.

Padma Jaiswal, IAS, Secretary (NRI).

Porvorim, 21st March, 2017.



Department of Personnel

Order

No. 6/18/2016-PER/722

Read: Order No. 6/18/2016-PER dated 09-02-2017.

In continuation to the order read in preamble, the last phase of the training dates is re-scheduled from 20-03-2017 to 30-03-2017 instead of 23-03-2017 to 07-04-2017 and the officers mentioned in column (3) shall hold the additional charges of the post held by Shri Pipi T. Murgaonkar, Shri Brijesh D. Manerkar, Shri Sagun R. Velip, Shri Gaurish Shankwalkar & Shri Harish N. Adconkar, on the additional charge basis, during their training period i.e. from 20-03-2017 to 30-03-2017.

| Sr. No. | Additional charges of the Officer drafted for training | Officer to hold the additional charge |
|---------|--|--|
| 1 | 2 | 3 |
| 1. | Shri Pipi T. Murgaonkar, Deputy Director Fire & Emergency Services | Shri Ramakant Talkar, Dy. Director (Admn.), Electricity. |

| 1 | 2 | 3 |
|----|---|---|
| 2. | Shri Brijesh D. Manerkar, SLAO, Tourism | Shri Arvind B. Khutkar, Under Secretary to Minister for Tribal Welfare & holding additional charge as O.S.D. in Tourism. Also holding additional charge of Deputy Collector, Mormugao vide order dated 09-02-2017 referred above. |
| 3. | Shri Sagun R. Velip, Member Secretary, Ravindra Bhavan, Curchorem | Shri Pramod Desai, Chief Officer, Sanguem. |
| 4. | Shri Gaurish Shankwalkar, 1) Member Secretary, Ravindra Bhavan Baina, Vasco 2) Secretary Comunidade Commission | Smt. Snehal Shivram Prabhu, Dy. Collector & SDO-II, Salcete. |
| 5. | Shri Harish N. Adconkar, SLAO, Tillari Irrigation Project | Smt. Anju Kerkar, Under Secretary (Revenue-II). |

By order and in the name of the Governor of Goa.

Shashank Thakur, Under Secretary (Personnel-II).
Porvorim, 17th March, 2017.

Order

No. 22/1/2013-PER/(Vol. II)/733

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/11/12/37(1)/2015/434 dated 02-12-2016, the Governor of Goa is pleased to lift the probation period w.e.f. 24-01-2012 of the following Junior Scale Officers (Dy. Superintendent of Police) of Goa Police Service and confirm them in the grade.

| Sr. No. | Name of the Officer |
|---------|----------------------------------|
| 1. | Shri Anant B. Virnodkar. |
| 2. | Shri Dinraj R. Govenkar. |
| 3. | Shri Bossuet F. de. A. M. Silva. |

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 20th March, 2017.

Order

No. 7/10/2014-PER/748

- Read: 1) Order No. 7/10/2014-PER/2660 dated 12-09-2016.
- 2) Order No. 7/10/2014-PER/2660 dated 29-12-2016.
- 3) Order No. 5-1-2006/ELEC/2494 dated 14-03-2017.

Pursuant to the concurrence of Chief Electoral Officer vide order read at preamble (3), the following officers deputed in the O/o CEO, shall hold charge of the post held prior to their appointment in the O/o CEO:-

| Sr. No. | Name |
|---------|---|
| 1. | Shri Naveen L. S., IAS |
| | Inspector General of Prisons with additional charge of M. D., GHRSSIDC. |
| 2. | Shri Sanjiv Gadkar |
| | Director (Admn.), Goa Medical College. |
| 3. | Shri Nikhil Desai |
| | Managing Director, Goa Tourism Development Corporation. |

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).

Porvorim, 20th March, 2017.

Order

No. 3/1/80-PER Vo. IV/765

The Governor of Goa is pleased to designate Shri Rupinder Kumar, IPS Officer (AGMUT:2003) as DIGP with immediate effect, in public interest. He shall supervise the functioning of SP (South), SP/Traffic, Wireless & Communication and SPCR. He shall also act as Head of SIT to investigate mining related cases.

He shall draw his pay and allowances under the Budget Head in the rank of Superintendent of Police.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).

Porvorim, 22nd March, 2017.

Department of Public Health**Order**

No. 44/25/2015-I/PHD/382

Government is pleased to accept the technical resignation dated 15-01-2017 tendered by Dr. Manasi Amar Prabhudesai, Senior Ophthalmic Surgeon under Directorate of Health Services, with effect from 31-01-2017 (a.n.) in order to enable her to join the post of Lecturer in Ophthalmology, Goa Medical College, Bambolim w.e.f. 01-02-2017 (f. n.).

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 17th March, 2017.

Order

No. 4/11/2011-II/PHD/315

Read: Memorandum No. 4/11/2011-II/PHD dated 03-01-2017.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(15)/2011/447 dated 08-12-2016, Government is pleased to appoint Dr. Abhishek Milan Chinya to the post of Assistant Professor in Paediatric Surgery (Group "A", Gazetted) in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the Pay Band-3, Rs. 15,600-39,100+Grade Pay of Rs. 6,600/-(pre-revised) with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Abhishek Milan Chinya shall be on probation for a period of two years.

Dr. Abhishek Milan Chinya has been declared medically fit by the Medical Board and his character and antecedents have been verified by the Addl. District Magistrate, Ahmedabad.

The appointment is made against the vacancy caused due to creation of the post vide Order No. 4/4/2010-II/PHD dated 04-08-2011 and subsequently revived vide Order No. 4/22/2009-II/PHD(PF) dated 30-05-2016.

By order and in the name of the Governor of Goa.

Smita Hede, Under Secretary (Health).

Porvorim, 21st March, 2017.

Order

No. 44/45/2011-I/PHD/412

Sanction of the Government is hereby accorded for grant of 02 years of Extraordinary Leave to Dr. Anita Amit Naik, Junior ENT Surgeon, North Goa District Hospital, Mapusa with effect from 01-04-2017 to 31-3-2019 in terms of the Goa State Civil Service (Grant of leave to seek employment either in India or abroad) Rules, 2002, notified by the Government vide Notification No. 2/5/95-PER dated 02-01-2003 on the following conditions:-

- 1) The Extraordinary Leave is subject to the condition stipulated in the said Notification dated 02-01-2003;
- 2) Request for extension of Extraordinary Leave if any, should reach this Department at least 03 months in advance, in order to enable to take necessary decision and communicated it before the expiry of Extraordinary Leave already granted;
- 3) The grant of extension of Extraordinary Leave shall be subject to the Government decision;
- 4) Dr. Anita Amit Naik, Junior ENT Surgeon shall return to duty immediately on expiry of the leave period or extended period, failing, which action will be taken against her under provision of C.C.S. (C.C.A.) Rules, 1965.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 22nd March, 2017.

Order

No. 38/62/2016-I/PHD/434

Government is pleased to accept the resignation tendered vide letter dated 16-09-2016 by Dr. Amy Melissa Botelho, Medical Officer, Primary Health Centre, Marcaim under Directorate of Health Services and she stands relieved from the post of Medical Officer under Directorate of Health Services w.e.f. 01-01-2017 (b.n.).

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 23rd March, 2017.

Notification

No. 5/10/2011-II/PHD (Part III)/345

Read: Order No. 5/10/2011-II/PHD dated 30-11-2016.

Government is pleased to reconstitute Appropriate Authorities in pursuance to Section 13(2) of the Transplantation of Human Organs and Tissues Act, 1994 as follows:-

1. The Director of Health Services — Chairman.
2. The Dean, Goa Medical College — Member.
& Hospital
3. Concerned HOD in the speciality from Goa Medical College — Co-opted
& Hospital Member.
4. Deputy Director (Public Health), Directorate of Health Services — Member.
5. Medical Superintendent, Goa Medical College & Hospital — Member.

This supersedes earlier Order of even number dated 30-11-2016, read in preamble.

By order and in the name of the Governor of Goa.

Smita S. Hede, Under Secretary (Health).

Porvorim, 24th March, 2017.

Certificate

No. 4/12/2008-II/PHD/327

Read: Government Order No. 4/12/2008-II/PHD dated 16-12-2016.

Certified that the character and antecedents of Dr. Rashmin Anilkumar Roy, Assistant Professor in Plastic Surgery in Goa Medical College and Hospital, Bambolim appointed vide above referred Order has been verified by the Addl. District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

Smita Hede, Under Secretary (Health).

Porvorim, 22nd March, 2017.

Department of Urban Development

Municipal Administration

Notification

No. 10/661/2015/DMA/NNGT/Vol III/3113

Whereas under Rule 23 of the Solid Waste Management Rules, 2016, the Department in charge of the local bodies of the State shall constitute a

State Level Advisory Body within 6 months from the date of notification of the rules i.e. 6 months from 8th April, 2016.

Accordingly, the State Government hereby constitutes the State Level Advisory Body with the following composition:

| Sr. No. | Designation | Member |
|---------|--|--------------------------|
| 1 | 2 | 3 |
| 1. | Secretary, Department of Urban Development | Chairperson, ex officio. |
| 2. | Director of Directorate of Panchayat | Member, ex officio. |
| 3. | Under Secretary, Revenue Department | Member, ex officio. |
| 4. | Representative of the Regional Office, Bangalore, Ministry of Environment, Forest & Climate Change Government of India | Member, ex officio. |
| 5. | Representative from Ministry of Urban Development, Government of India | Member, ex officio. |
| 6. | Representative from Ministry of Rural Development, Government of India | Member, ex officio. |
| 7. | Representative from the Central Pollution Control Board | Member, ex officio. |
| 8. | Representative from the Goa State Pollution Control Board | Member, ex officio. |
| 9. | Representative from Indian Institute of Technology, Goa or National Institute of Technology, Goa | Member, ex officio. |
| 10. | Chief Town Planner, Town & Country Planning Department | Member, ex officio. |
| 11. | One Representative each from V. P. Calangute, V. P. Taleigao, V. P. Penha de Franca | Member. |
| 12. | One Representative each from Corporation of the City of Panaji, Margao Municipal Council, Mormugao Municipal Council | Member. |
| 13. | Shri Clinton Vaz, Proprietor, Vrecycle | Member. |

| 1 | 2 | 3 |
|-----|--|---------------------|
| 14. | Representative from Goa Small Industries Association | Member. |
| 15. | Shri Ganesh Kandaswamy, M/s. Hindustan Waste Treatment Pvt. Ltd. | Member. |
| 16. | Shri Shrikant Mutnuri & Shri Pradip Sarmokadam | Member. |
| 17. | Director, Directorate of Agriculture | Member, ex officio. |
| 18. | Labour Commissioner, Department of Labour | Member, ex officio. |
| 19. | Director of Urban Development | Member, ex officio. |

The State Level Advisory Body shall meet at least once in every six months to review the matters related to implementation of these rules, State policy and strategy policy and strategy on solid waste management and give advice to State Government for taking measures that are necessary for expeditious and appropriate implementation of these rules.

The copies of the review report shall be forwarded to the State Pollution Control Board or Pollution Control Committee for necessary action.

J. Ashok Kumar, IAS, Director (Urban Development).
Panaji, 22nd March, 2017.

—◆◆◆—
Government Printing Press

—
Subscription Rates

Notice

The subscribers to the Official Gazette are kindly reminded that their present subscription term ends on the 31st March, 2017, being the end of financial year.

In case they wish to continue to be subscribers for the ensuing financial year 2017-2018 they have to renew their subscriptions from 1st April, 2017.

Subscriptions also can be opened for half year i.e. from 1st April or 1st October or for any quarter, beginning on 1st April, 1st July, 1st October or 1st January.

Renewal of subscription from 1st April should be effected on or before 31st March, 2017 in order to avoid interruption in the despatch of copies of the Gazette.

It should be noted that, in case the subscription is not opened/renewed before the commencement of the period to which it refers, the subscribers will be entitled to receive copies of the Gazette only from the date the subscription is actually opened/renewed.

Official Gazette is now available through e-mail for an annual subscription of Rs. 200/- (Rupees two hundred only).

The subscription charges are accepted either in cash, postal order, demand draft or cheques (subject to clearance) drawn only on State Bank of India, Panaji, in favour of the Director, Printing and Stationery, Panaji-Goa.

SUBSCRIPTION RATES

(Within the Union of India)

| | All 3 Series | Series I | Series II | Series III |
|--|-------------------------|---------------------|----------------------|-----------------------|
| | Rs. P. | Rs. P. | Rs. P. | Rs. P. |
| For any quarter | 900.00 | 460.00 | 350.00 | 175.00 |
| (Postage) | 60.00 | 15.00 | 15.00 | 15.00 |
| For half year | 1750.00 | 920.00 | 700.00 | 350.00 |
| (Postage) | 60.00 | 30.00 | 30.00 | 30.00 |
| For any period exceeding 6 months up to one year... | 3450.00 | 1840.00 | 1400.00 | 700.00 |
| (Postage) | 110.00 | 60.00 | 60.00 | 60.00 |

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 36.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-395/350-3/2017.